

UNITED STATES OF AMERICA,

Plaintiff,

v.

THE GLIDDEN COMPANY;  
CHEMCENTRAL CORPORATION; and  
SEQUA CORPORATION

Defendants.

Civil No.

Civil No.

**CONSENT DECREE WITH SETTLING DEFENDANTS THE GLIDDEN COMPANY,  
CHEMCENTRAL CORPORATION, AND SEQUA CORPORATION**

## **TABLE OF CONTENTS**

I.	<u>BACKGROUND</u> .....	3
II.	<u>JURISDICTION</u> .....	3
III.	<u>PARTIES BOUND</u> .....	3
IV.	<u>DEFINITIONS</u> .....	4
V.	<u>PAYMENTS</u> .....	5
VI.	<u>FAILURE TO COMPLY WITH CONSENT DECREE</u> .....	7
VII.	<u>COVENANT NOT TO SUE BY PLAINTIFF</u> .....	8
VIII.	<u>RESERVATIONS OF RIGHTS BY UNITED STATES</u> .....	8
IX.	<u>COVENANT NOT TO SUE BY SETTLING DEFENDANTS</u> .....	9
X.	<u>EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION</u> .....	10
XI.	<u>RETENTION OF RECORDS</u> .....	11
XII.	<u>NOTICES AND SUBMISSIONS</u> .....	12
XIII.	<u>RETENTION OF JURISDICTION</u> .....	14
XIV.	<u>INTEGRATION/APPENDICES</u> .....	14
XV.	<u>LODGING AND OPPORTUNITY FOR PUBLIC COMMENT</u> .....	14
XVI.	<u>SIGNATORIES/SERVICE</u> .....	14
XVII.	<u>FINAL JUDGMENT</u> .....	16

## **I. BACKGROUND**

A. The United States of America (“United States”), on behalf of the Administrator of the United States Environmental Protection Agency (“EPA”), filed a complaint in this matter pursuant to Sections 106 and 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9606 and 9607, as amended (“CERCLA”), seeking reimbursement of response costs incurred or to be incurred for response actions taken at or in connection with the release or threatened release of hazardous substances at the Marina Cliffs/Northwestern Barrel Superfund Site (the “Site”) in South Milwaukee, Wisconsin and seeking payment of past penalties for failure to comply with Administrative Orders issued pursuant to Section 106 of CERCLA.

B. The defendants that have entered into this Consent Decree (“Settling Defendants”) do not admit any liability arising out of the transactions or occurrences alleged in the complaint.

C. The United States and Settling Defendants agree, and this Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith, that settlement of this matter will avoid prolonged and complicated litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

THEREFORE, with the consent of the Parties to this Decree, it is ORDERED, ADJUDGED, AND DECREED:

## **II. JURISDICTION**

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. §§ 9607 and 9613(b) and also has personal jurisdiction over Settling Defendants. Solely for the purposes of this Consent Decree and the underlying complaint, Settling Defendants waive all objections and defenses that they may have to jurisdiction of the Court or to venue in this District. Settling Defendants shall not challenge the terms of this Consent Decree or this Court’s jurisdiction to enter and enforce this Consent Decree.

## **III. PARTIES BOUND**

2. This Consent Decree is binding upon the United States, and upon Settling Defendants and their successors and assigns. Any change in ownership or corporate or other legal status, including but not limited to, any transfer of assets or real or personal property, shall in no way alter the status or responsibilities of Settling Defendants under this Consent Decree.

#### IV. DEFINITIONS

3. Unless otherwise expressly provided herein, terms used in this Consent Decree that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meanings assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree or in any appendix attached hereto, the following definitions shall apply:

- a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, *et seq.*
- b. "Consent Decree" shall mean this Consent Decree and all appendices attached hereto. In the event of conflict between this Consent Decree and any appendix, this Consent Decree shall control.
- c. "Day" means a calendar day unless expressly stated to be a working day. "Working day" shall mean a day other than a Saturday, Sunday, or Federal holiday. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or Federal holiday, the period shall run until the close of business of the next working day.
- d. "DOJ" shall mean the United States Department of Justice and any successor departments, agencies, or instrumentalities of the United States.
- e. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies, or instrumentalities of the United States.
- f. "EPA Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.
- g. "Interest" shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.
- h. "Paragraph" shall mean a portion of this Consent Decree identified by an Arabic numeral or an upper or lower case letter.
- i. "Parties" shall mean the United States and Settling Defendants.
- j. "Past Penalties" shall mean any and all stipulated penalties and statutory penalties for which Settling Defendants allegedly are or may become liable under: (1) Section VII (Penalties for NonCompliance) of the 1995 Administrative Order relating to the Site

captioned In the Matter of Marina Cliffs/Northwestern Barrel Site, South Milwaukee, Wisconsin, EPA Docket No. V-W-95-C-313, as amended on March 25, 1996 (a copy of which is attached hereto at Appendix A); and (2) Section VII (Penalties for NonCompliance) of the 1998 Administrative Order relating to the Site captioned In the Matter of Marina Cliffs/Northwestern Barrel Site, South Milwaukee, Wisconsin, EPA Docket No. V-W-98-C-486 (a copy of which is attached hereto at Appendix B).

k. "Past Response Costs" shall mean all costs, including but not limited to direct and indirect costs, that EPA or DOJ on behalf of EPA has paid at or in connection with the Site through March 31, 2000, plus accrued Interest on all such costs through such date.

l. "Plaintiff" shall mean the United States.

m. "Section" shall mean a portion of this Consent Decree identified by a Roman numeral.

n. "Settling Defendants" shall mean (1) The Glidden Company, a wholly-owned subsidiary of ICI American Holdings, Inc., a Delaware corporation; (2) Chemcentral Corporation, an Illinois corporation, for and on behalf of itself, its affiliated entities, and all predecessor entities including without limitation Wisconsin Solvents and Chemical Company, a Wisconsin corporation; (3) Sequa Corporation, a Delaware corporation, (formerly known as Sun Chemical), on behalf of itself and as the alleged successor in liability to Menasha Printing Ink and Tousey Varnish; and (4) the successors and assigns of The Glidden Company, Chemcentral Corporation, and Sequa Corporation.

o. "Site" shall mean the Marina Cliffs/Northwestern Barrel Superfund Site, encompassing approximately 18 acres, located south of Drexel Street and east of Fifth Avenue along Lake Michigan in South Milwaukee, Wisconsin, and generally shown on the map included in Appendix C, and including areas where hazardous substances from the Site have come to be located.

p. "United States" shall mean the United States of America, including its departments, agencies, and instrumentalities.

## **V. PAYMENTS**

4. Payment of Past Response Costs to EPA. Within 20 working days of the date on which this Consent Decree is lodged with the Court, the Settling Defendants shall pay the following amounts into the interest-bearing Court Registry Account of the United States District Court for the Eastern District of Wisconsin:

The Glidden Company	\$135,000
---------------------	-----------

Chemcentral Corporation                      \$220,000

Sequa Corporation                              \$197,000

a. Payment shall be made to the Clerk of the Court by a check made payable to "Clerk, United States District Court," referencing the case number assigned to this action and the name of the Settling Defendant making the payment.

b. At the time of payment, Settling Defendants shall also send notice that payment has been made to EPA and DOJ in accordance with Section XII (Notices and Submissions). Such notice shall reference the EPA Region and Site/Spill Identification Number 05PO, DOJ case number 90-11-3-1485/3, the civil action number, and the U.S. Attorney's Office File No. 2006V00443.

c. The total amount to be paid pursuant to Paragraph 4 shall be deposited in the EPA Hazardous Substance Superfund.

5. Additional Payment of Past Penalties. Within 20 working days of the date on which this Consent Decree is lodged with the Court, the Settling Defendants shall pay the following amounts into the interest-bearing Court Registry Account of the United States District Court for the Eastern District of Wisconsin as a civil penalty for any alleged failure of Settling Defendants to comply with the 1995 and 1998 Administrative Orders:

The Glidden Company                      \$15,000

Chemcentral Corporation                      \$25,000

Sequa Corporation                              \$20,000

a. Payment shall be made to the Clerk of the Court by a check made payable to "Clerk, United States District Court," referencing the case number assigned to this action and the name of the Settling Defendant making the payment.

b. At the time of payment, Settling Defendants shall also send notice that payment has been made to EPA and DOJ in accordance with Section XII (Notices and Submissions). Such notice shall reference the EPA Region and Site/Spill Identification Number 05PO, DOJ case number 90-11-3-1485/3, the civil action number, and the U.S. Attorney's Office File No. 2006V00443.

c. The total amount to be paid pursuant to Paragraph 5 shall be deposited in the EPA Hazardous Substance Superfund.

6. Disbursements from the Court Registry Account. After entry of this Consent Decree,

the funds deposited into the Court Registry Account under this Consent Decree (and all accrued interest) shall be disbursed to the EPA Hazardous Substance Superfund pursuant to a separate Withdrawal Order of the Court. In the event the Plaintiffs withdraw or withhold consent to this Consent Decree before entry, or the Court declines to enter the Consent Decree, the funds deposited into the Court Registry Account (and all accrued interest) shall be returned to the Settling Defendants, in proportion to the payments made by each Settling Defendant, pursuant to a separate Withdrawal Order of the Court.

## **VI. FAILURE TO COMPLY WITH CONSENT DECREE**

7. Interest on Late Payments. Any Settling Defendants that fail to make any payment under Section V (Payments) by the required due date shall be responsible for Interest accruing on all unpaid amounts through the date of payment.

8. Stipulated Penalty.

a. If any Settling Defendant fails to make any payment under Section V (Payments) by the required due date, that Settling Defendant shall be in violation of this Consent Decree and shall pay to EPA, as a stipulated penalty, in addition to the Interest required by Paragraph 7, \$1,000 per violation per day that such payment is late.

b. Stipulated penalties are due and payable within 30 days of the date of the demand for payment of the penalties by EPA. All payments to EPA under this Paragraph shall be identified as "stipulated penalties" and shall be made by certified or cashier's check made payable to "EPA Hazardous Substance Superfund." The check, or a letter accompanying the check, shall reference the name and address of the party(ies) making payment, the Site name, the EPA Region and Site Spill ID Number 05PO, DOJ case number 90-11-3-1485/3, and the civil action number. Settling Defendants making payments under Paragraph 8 shall send the check (and any accompanying letter) to:

EPA Superfund  
Program Accounting and Analysis Section  
P.O. Box 70753  
Chicago, IL 60673

c. At the time of each payment, Settling Defendants making payments under Paragraph 8 shall also send notice that payment has been made to EPA and DOJ in accordance with Section XII (Notices and Submissions). Such notice shall reference the EPA Region and Site/Spill ID Number 05PO, DOJ case number 90-11-3-1485/3, the civil action number, and the U.S. Attorney's Office File No. 2006V00443.

d. Penalties shall accrue as provided in Paragraph 8 regardless of whether EPA has notified Settling Defendants of the violation or made a demand for payment, but need only be

paid upon demand. All penalties shall begin to accrue on the day after payment is due and shall continue to accrue through the date of payment. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Consent Decree.

9. If the United States brings an action to enforce this Consent Decree, any Settling Defendants that failed to make any payment under Section V shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

10. Payments made under this Section shall be in addition to any other remedies or sanctions available to Plaintiff by virtue of any Settling Defendants' failure to comply with the requirements of this Consent Decree.

11. Notwithstanding any other provision of this Section, the United States may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Consent Decree. Payment of stipulated penalties shall not excuse Settling Defendants from payment as required by Section V or from performance of any other requirements of this Consent Decree.

12. Any Settling Defendants that fail to make any payment under Section V (Payments) by the required due date shall be jointly and severally liable for all amounts owed the United States under this Consent Decree. In the event of the failure of any one or more Settling Defendants to make the payments required under this Consent Decree, all Settling Defendants that failed to make one or more payments shall be responsible for all unpaid amounts.

## **VII. COVENANT NOT TO SUE BY PLAINTIFF**

13. Covenant Not to Sue by United States. Except as specifically provided in Section VIII (Reservation of Rights by United States), the United States covenants not to sue or take administrative action against Settling Defendants (i) pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), to recover Past Response Costs; and (ii) for Past Penalties. These covenants not to sue shall take effect upon the receipt by EPA of all payments required by Section V (Payments) and any amount due under Section VI (Failure to Comply with Consent Decree). These covenants not to sue are conditioned upon the satisfactory performance by Settling Defendants of their obligations under this Consent Decree. These covenants not to sue extend only to the Settling Defendants and do not extend to any other person.

## **VIII. RESERVATIONS OF RIGHTS BY UNITED STATES**

14. The United States reserves, and this Consent Decree is without prejudice to, all rights against Settling Defendants with respect to all matters not expressly included within the Covenant Not to Sue by Plaintiff in Paragraph 13. Notwithstanding any other provision of this Consent Decree, the United States reserves all rights against Settling Defendants with respect to:



- a. liability for failure of a Settling Defendant to meet a requirement of this Consent Decree;
- b. liability for costs incurred or to be incurred by the United States that are not within the definition of Past Response Costs;
- c. liability for statutory or stipulated penalties that are not within the definition of Past Penalties;
- d. liability for injunctive relief or administrative order enforcement under Section 106 of CERCLA, 42 U.S.C. § 9606;
- e. criminal liability; and
- f. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments.

#### **IX. COVENANT NOT TO SUE BY SETTLING DEFENDANTS**

15. Settling Defendants covenant not to sue and agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to Past Response Costs, Past Penalties, or this Consent Decree, including but not limited to:

- a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;
- b. any claim arising out of the response actions at the Site for which Past Response Costs were incurred, including any claim under the United States Constitution, the Constitution of the State of Wisconsin, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; or
- c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to the Past Response Costs.

16. Nothing in this Consent Decree shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).

17. Settling Defendants agree not to assert any claims and to waive all claims or causes of action that they may have for all matters relating to the Site, including for contribution, against any person where the person's liability to Settling Defendants with respect to the Site is based solely on having arranged for disposal or treatment, or for transport for disposal or treatment, of

hazardous substances at the Site, or having accepted for transport for disposal or treatment of hazardous substances at the Site, if all or part of the disposal, treatment, or transport occurred before April 1, 2001, and the total amount of material containing hazardous substances contributed by such person to the Site was less than 110 gallons of liquid materials or 200 pounds of solid materials.

18. The waiver in Paragraph 17 shall not apply with respect to any defense, claim, or cause of action that a Settling Defendant may have against any person meeting the above criteria if such person asserts a claim or cause of action relating to the Site against such Settling Defendant. This waiver also shall not apply to any claim or cause of action against any person meeting the above criteria if EPA determines:

a. that such person has failed to comply with any EPA requests for information or administrative subpoenas issued pursuant to Section 104(e) or 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) or 9622(e), or Section 3007 of the Solid Waste Disposal Act (also known as the Resource Conservation and Recovery Act or "RCRA"), 42 U.S.C. § 6927, or has impeded or is impeding, through action or inaction, the performance of a response action or natural resource restoration with respect to the Site, or has been convicted of a criminal violation for the conduct to which this waiver would apply and that conviction has not been vitiated on appeal or otherwise; or

b. that the materials containing hazardous substances contributed to the Site by such person have contributed significantly, or could contribute significantly, either individually or in the aggregate, to the cost of response action or natural resource restoration at the Site.

19. Settling Defendants agree not to assert any claims and to waive all claims or causes of action that they may have for all matters relating to the Site, including for contribution, against any person that has entered into a final de minimis settlement under Section 122(g) of CERCLA, 42 U.S.C. § 9622(g), with EPA with respect to the Site as of the date of entry of the Consent Decree. This waiver shall not apply with respect to any defense, claim, or cause of action that a Settling Defendant may have against any person if such person, or any person acting on behalf of or under an assignment of rights or claims from such person, asserts a claim or cause of action relating to the Site against such Settling Defendant.

#### **X. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION**

20. Except as provided in Paragraphs 17 (Non-Exempt De Micromis Waiver) and 19 (De Minimis Waiver), nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. Except as provided in Paragraphs 17 (Non-Exempt De Micromis Waiver) and 19 (De Minimis Waiver), the Parties expressly reserve any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action that they may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto. Nothing herein diminishes the right of the United States, pursuant to Sections 113(f)(2) and (3) of

CERCLA, 42 U.S.C. § 9613(f)(2)-(3), to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

20. The Parties agree, and by entering this Consent Decree this Court finds, that Settling Defendants are entitled, as of the date of entry of this Consent Decree, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), for “matters addressed” in this Consent Decree. The “matters addressed” in this Consent Decree are Past Response Costs and Past Penalties.

21. Each Settling Defendant agrees that, with respect to any suit or claim for contribution brought by it for matters related to this Consent Decree, it will notify EPA and DOJ in writing no later than 60 days prior to the initiation of such suit or claim. Each Settling Defendant also agrees that, with respect to any suit or claim for contribution brought against it for matters related to this Consent Decree, it will notify EPA and DOJ in writing within 10 days of service of the complaint or claim upon it. In addition, each Settling Defendant shall notify EPA and DOJ within 10 days of service or receipt of any Motion for Summary Judgment, and within 10 days of receipt of any order from a court setting a case for trial, for matters related to this Consent Decree.

22. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other relief relating to the Site, Settling Defendants shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the Covenant Not to Sue by Plaintiff set forth in Section VII.

## **XI. RETENTION OF RECORDS**

23. Until 10 years after the entry of this Consent Decree, each Settling Defendant shall preserve and retain all records, reports, or information (hereinafter referred to as “records”) now in its possession or control, or which come into its possession or control, that relate in any manner to response actions taken at the Site or the liability of any person under CERCLA with respect to the Site, regardless of any corporate retention policy to the contrary.

24. After the conclusion of the 10-year document retention period in the preceding paragraph, Settling Defendants shall notify EPA and DOJ at least 90 days prior to the destruction of any such records, and, upon request by EPA or DOJ, Settling Defendants shall deliver any such records to EPA. Settling Defendants may assert that certain records are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Settling Defendants assert such a privilege, they shall provide Plaintiff with the following: 1) the title of the record; 2) the date of the record; 3) the name, title, affiliation (*e.g.*, company or firm), and address of the

author of the record; 4) the name and title of each addressee and recipient; 5) a description of the subject of the record; and 6) the privilege asserted. If a claim of privilege applies only to a portion of a record, the record shall be provided to Plaintiff in redacted form to mask the privileged information only. Settling Defendants shall retain all records that they claim to be privileged until the United States has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in the Settling Defendants' favor. However, no records created or generated pursuant to the requirements of this or any other settlement with the EPA pertaining to the Site shall be withheld on the grounds that they are privileged.

25. Each Settling Defendant hereby certifies individually that, to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, reports, or information relating to its potential liability regarding the Site since notification of potential liability by the United States or the State or the filing of suit against it regarding the Site and that it has fully complied with any and all EPA requests for information pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6972.

## **XII. NOTICES AND SUBMISSIONS**

26. Whenever, under the terms of this Consent Decree, notice is required to be given or a document is required to be sent by one party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to the United States, EPA, DOJ, and Settling Defendants, respectively.

### **As to the United States:**

As to DOJ:

Chief, Environmental Enforcement Section  
Environment and Natural Resources Division  
U.S. Department of Justice (DJ # 90-11-3-1485/3)  
P.O. Box 7611  
Washington, D.C. 20044-7611

As to EPA:

Thomas J. Krueger, C-14J  
Associate Regional Counsel  
U.S. Environmental Protection Agency, Region 5  
77 W. Jackson Blvd.  
Chicago, IL 60604-4590

Linda Haile, MF-10J  
U.S. Environmental Protection Agency, Region 5  
77 W. Jackson Blvd.  
Chicago, IL 60604-4590

As to Settling Defendants:

As to The Glidden Company:

Mr. Robert R. Kovalak  
Director, Environmental Claims & Remediation  
ICI Paints North American Headquarters  
East Building  
15885 West Sprague Road  
Strongsville, OH 44136

Thomas D. Lupo  
Seyfarth Shaw  
55 E. Monroe Street, Suite 4200  
Chicago, Illinois 60603-5803

As to Chemcentral Corporation:

Daniel H. Brennan  
Corporate Attorney  
Chemcentral Corporation  
7050 W. 71st Street  
Bedford Park, IL 60049-0730

Louis M. Rundio  
McDermott Will & Emery  
227 West Monroe  
Chicago, IL 60606-5096

As to Sequa Corporation:

Leonard Pasculli  
Senior Associate General Counsel  
Sequa Corporation  
Three University Plaza  
Hackensack, NJ 07601

James P. Enright  
Miller Johnson  
250 Monroe Ave. NW, Suite 800  
P. O. Box 306  
Grand Rapids MI 49501-0306

### **XIII. RETENTION OF JURISDICTION**

27. This Court shall retain jurisdiction over this matter for the purpose of interpreting and enforcing the terms of this Consent Decree.

### **XIV. INTEGRATION/APPENDICES**

28. This Consent Decree and its appendices constitute the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Consent Decree. The Parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this Consent Decree. The following appendices are attached to and incorporated into this Consent Decree: "Appendix A" is the 1995 Administrative Order issued by EPA to Settling Defendants and other parties regarding the Site, as amended; "Appendix B" is the 1998 Administrative Order issued by EPA to Settling Defendants and other parties regarding the Site; and "Appendix C" is the map of the Site.

### **XV. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT**

29. This Consent Decree shall be lodged with the Court for a period of not less than 30 days for public notice and comment. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations which indicate that this Consent Decree is inappropriate, improper, or inadequate. Settling Defendants consent to the entry of this Consent Decree without further notice.

30. If for any reason this Court should decline to approve this Consent Decree in the form presented, this agreement is voidable at the sole discretion of any Party and the terms of the agreement may not be used as evidence in any litigation between the Parties.

### **XVI. SIGNATORIES/SERVICE**

31. Each undersigned representative of a Settling Defendant to this Consent Decree and the Deputy Chief of the Environmental Enforcement Section of the United States Department of Justice certifies that he or she is authorized to enter into the terms and conditions of this Consent Decree and to execute and bind legally such Party to this document.

32. Each Settling Defendant hereby agrees not to oppose entry of this Consent Decree by

this Court or to challenge any provision of this Consent Decree, unless the United States has notified Settling Defendants in writing that it no longer supports entry of the Consent Decree.

33. Each Settling Defendant shall identify, on the attached signature page, the name and address of an agent who is authorized to accept service of process by mail on behalf of that Party with respect to all matters arising under or relating to this Consent Decree. Settling Defendants hereby agree to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including but not limited to, service of a summons. The Parties agree that Settling Defendants need not file an answer to the complaint in this action unless the Court expressly declines to enter this Consent Decree.

## **XVII. FINAL JUDGMENT**

34. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute the final judgment between and among the United States and the Settling Defendants. The Court finds that there is no just reason for delay and therefore enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

SO ORDERED

*THIS COURT'S APPROVAL AND ENTRY OF THIS  
CONSENT DECREE SHALL BE SIGNIFIED BY ENTRY OF  
A SEPARATE ORDER IN ACCORDANCE WITH THE  
COURT'S ELECTRONIC CASE FILING POLICIES AND  
PROCEDURES MANUAL*

---

United States District Judge



THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. The Glidden Company, et al., relating to the Marina Cliffs/Northwestern Barrel Superfund Site.

**FOR THE UNITED STATES OF AMERICA**

Date: \_\_\_\_\_

W. BENJAMIN FISHEROW  
Deputy Chief  
Environmental Enforcement Section  
Environment and Natural Resources Division  
U.S. Department of Justice  
Washington, D.C. 20530

\_\_\_\_\_  
THOMAS A. BENSON  
Trial Attorney  
Environmental Enforcement Section  
Environment and Natural Resources Division  
U.S. Department of Justice  
P.O. Box 7611  
Washington, DC 20044-7611

STEVEN M. BISKUPIC  
United States Attorney  
Eastern District of Wisconsin  
Federal Building  
517 East Wisconsin Avenue  
Room 530  
Milwaukee, WI 53202

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. The Glidden Company, et al., relating to the Marina Cliffs/Northwestern Barrel Superfund Site.

**FOR THE UNITED STATES OF AMERICA**

Date: \_\_\_\_\_

\_\_\_\_\_  
RICHARD C. KARL  
Director, Superfund Division  
U.S. Environmental Protection Agency, Region 5  
77 West Jackson Boulevard  
Chicago, IL 60604-3507

\_\_\_\_\_  
THOMAS J. KRUEGER  
Associate Regional Counsel  
U.S. Environmental Protection Agency, Region 5  
77 W. Jackson Blvd.  
Chicago, IL 60604-4590

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. The Glidden Company, et al., relating to the Marina Cliffs/Northwestern Barrel Superfund Site.

**FOR DEFENDANT THE GLIDDEN COMPANY**

Date: May 11 2006

Name: Steven M. Bradford

Title: General Counsel ICI Paints North America

Address: 15885 West Sprague Road  
Strongsville, OH 44136

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Thomas D. Lupo

**Address:** Seyfarth Shaw  
55 E. Monroe Street, Suite 4200  
Chicago, Illinois 60603-5803

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. The Glidden Company, et al., relating to the Marina Cliffs/Northwestern Barrel Superfund Site.

**FOR DEFENDANT CHEMCENTRAL CORPORATION**

Date: 5/8/06

\_\_\_\_\_  
Samuel W. Ach  
Senior Vice President and General Counsel  
Chemcentral Corporation  
7050 W. 71st St.  
Bedford Park, IL 60049-0730

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Samuel W. Ach  
Title: Senior Vice President and General Counsel  
Address: Chemcentral Corporation  
7050 W. 71st St.  
Bedford Park, IL 60049-0730

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. The Glidden Company, et al., relating to the Marina Cliffs/Northwestern Barrel Superfund Site.

**FOR DEFENDANT SEQUA CORPORATION**

Date: 4/24/06

\_\_\_\_\_  
Robert L. Iulucci  
Vice President, Environmental Safety and Health  
Sequa Corporation  
Three University Plaza  
Hackensack, NJ 07601

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: James P. Enright

Address: Miller Johnson  
250 Monroe Ave. NW, Suite 800  
P. O. Box 306  
Grand Rapids MI 49501-0306

## **APPENDIX A:**

### **1995 Administrative Order (as amended)**



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 5

77 WEST JACKSON BOULEVARD

CHICAGO, IL 60604-3590

OCT 03 1995

REPLY TO THE ATTENTION OF:

HSE-5J

**EXPRESS MAIL**

Re: Marina Cliffs Barrel Dump Site

Dear Sir or Madam:

Enclosed please find a unilateral Administrative Order issued by the U.S. Environmental Protection Agency ("U.S. EPA") under Section 106 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 ("CERCLA"), 42 U.S.C. Section 9601, et seq.

Please note that the Order has scheduled a conference for all parties on October 10, 1995, at the Park East Hotel in Milwaukee at 1:30 p.m. You may attend that conference in person or be represented by counsel or both. I am informed by the Steering Committee representing the existing PRP group that they will be holding a meeting for PRPs following the conference at the same location. Joining the PRP group would be a way of demonstrating your Intent to Comply with this Order.

The U.S. EPA intends to offer de micromis settlements to some of the parties appearing on Schedule C which have not received this order and possibly to some parties who have received it. Any sums contributed to the established PRP group may be used to offset the settlement amount in the de micromis agreements.

If you have any questions regarding the Order, feel free to contact Dorothy Attermeyer, Assistant Regional Counsel, at (312) 886-5312, or Betty Lavis, On-Scene Coordinator, at (312) 886-7183.

Sincerely yours,

William E. Muno, Director  
Superfund Division

Enclosure

cc: Paul Didier, WDNR



Mailing List

William Biederman, Esq.  
30 N. LaSalle, #1426  
Chicago, IL 60602

Dennis Fisher, Esq.  
Meissner & Tierney, S.C.  
111 E. Kilbourn Avenue, 19th Floor  
Milwaukee, WI 53202-6622

Donald P. Gallo  
Lisa M. Toussaint  
David V. Meany  
Michael, Best & Friedrich  
100 East Wisconsin Avenue  
Milwaukee, WI 53202

Antionette Beuche  
John Stecco  
Howard & Howard  
1400 N. Woodward Ave., #101  
Bloomfield Hills, MI 48304-2856

Nancy K. Peterson  
John Maynard  
Quarles & Brady  
411 E. Wisconsin Avenue  
Milwaukee, WI 53202-4497

Daniel Murray  
Johnson & Bell  
222 N. LaSalle Street, #2200  
Chicago, IL 60601

David R. Erickson  
Blackwell Sanders Matheny Weary & Lombardi  
Two Pershing Square, #1100  
2300 Main Street  
P.O. Box 419777  
Kansas City, MO 54141-6777

Michael P. Dunn  
William J. Mulligan  
Davis & Kuelthau, S.C.  
111 E. Kilbourn Ave., #1400  
Milwaukee, WI 53202

Tom Lupo  
Seyfarth, Shaw, Fairweather & Geraldson  
55 E. Monroe St., #4200  
Chicago, IL 60603

Diane M. Marchik  
Howard A. Pollack  
Michael Ash  
Godfrey & Kahn  
780 North Water Street  
Milwaukee, WI 53202

Jerome I. Maynard  
Dykema Gossett  
55 E. Monroe  
Chicago, IL 60603-5709

Jeffrey P. Clark  
Reinhart, Boerner, Van Deuren, Norris & Rieselbach, S.C.  
1000 North Water Street, #2100  
Milwaukee, WI 53202

Lindsay Paint/RHL Inc.  
c/o Ronald R. Ragatz  
Stuart Rosenberg  
DeWitt, Ross & Stevens  
Two E. Mifflin Street, Suite 600  
Madison, WI 53703-2865

Martel J. Bundy  
Daniel G. Jarlenski  
John Shirger  
McGrath, North, Mullin & Kratz, P.C.  
222 S. 15th Street  
1400 One Central Park Plaza  
Omaha, NE 68102

Charles Helsten  
Hinshaw & Culbertson  
220 East State Street  
Rockford, IL 61105

Thomas P. Shannon  
Fox, Carpenter, O'Neill & Shannon, S.C.  
622 N. Water Street  
Milwaukee, WI 53202

Mark D. Kunkel, Esq.  
Foley & Lardner  
777 E. Wisconsin Avenue  
Milwaukee, WI 53202

Menn, Nelson, Sharratt, Teetaert & Beinsenstein, Ltd.  
re: Kimberly Clark Corporation  
222 N. Oneida Street  
P.O. Box 785  
Appleton, WI 54912-0785

Joel L. Herz  
River Plaza  
1050 East River Road, Suite 300  
Tucson, AZ 85718

Thomas Smallwood  
Borgelt, Powell, Peterson & Fraven  
735 N. Water Street  
Milwaukee, WI 53220

William H. Nehrkorn II  
Chris Walther & Associates  
222 E. Mason St., First Floor  
Milwaukee, WI 53202-3602

Louise Goodwin  
Sanford M. Stein  
Wildman, Harrold, Allen & Dixon  
225 W. Wacker Drive  
Chicago, IL 60606-1229

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 5**

IN THE MATTER OF:	)	Docket No. <u>V-W- '95-C-313</u>
	)	
MARINA CLIFFS/NORTHWESTERN	)	ADMINISTRATIVE ORDER
BARREL SITE, SOUTH MILWAUKEE,	)	PURSUANT TO SECTION 106(a)
WISCONSIN	)	OF THE COMPREHENSIVE
	)	ENVIRONMENTAL RESPONSE,
Respondents:	)	COMPENSATION, AND LIABILITY
	)	ACT OF 1980, AS AMENDED,
PARTIES LISTED ON MARINA	)	42 U.S.C. § 9606(A)
CLIFFS' PRP SERVICE LIST	)	
(Attachment A)	)	

**I. JURISDICTION AND GENERAL PROVISIONS**

This Order is issued pursuant to the authority vested in the President of the United States by Section 106(a) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. §§ 9606(a), and delegated to the Administrator of the United States Environmental Protection Agency ("U.S. EPA") by Executive Order No. 12580, January 23, 1987, 52 Federal Register 2923, and further delegated to the Regional Administrators by U.S. EPA Delegation Nos. 14-14-A and 14-14-B, and to the Director, Superfund Division, Region 5, by Regional Delegation Nos. 14-14-A and 14-14-B.

This Order is issued to the parties listed on the Marina Cliffs PRP Service List, which is attached to this Order as Attachment A and which is incorporated herein by reference. This order provides for the performance of a removal action in connection with the property located in the City of South Milwaukee, Milwaukee County, Wisconsin, that is described in Section III, paragraph 1, below ("Marina Cliffs Site" or "Site"). This Order requires that the Respondents conduct the removal actions described herein to abate an imminent and substantial endangerment to the public health, welfare, or the environment that may be presented by the actual or threatened release of hazardous substances at or from the Site.

Terms used in this Order which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in the statute or its implementing regulations.

A copy of this Order will be provided to the State of Wisconsin, which has been notified of the issuance of this Order pursuant to Section 106(a) of CERCLA, 42 U.S.C. § 9606(a).

## **II. PARTIES BOUND**

This Order applies to and is binding upon Respondents and Respondents' receivers, trustees, successors, and assigns. Any change in ownership or corporate status of Respondents including, but not limited to, any transfer of assets or real or personal property shall not alter such Respondents' responsibilities under this Order. Respondents are jointly and severally liable for carrying out all activities required by this Order. Compliance or noncompliance by one or more Respondents with any provision of this Order shall not excuse or justify noncompliance by any other Respondent.

Respondents shall ensure that their contractors, subcontractors, and representatives comply with this Order. Respondents shall be responsible for any noncompliance with this Order by their contractors, subcontractors, and representatives.

## **III. FINDINGS OF FACT**

Based on available information, including the Administrative Record in this matter, U.S. EPA hereby finds that:

1. The Marina Cliffs Site is a former barrel reconditioning facility located on approximately 13 acres of land on the shoreline bluffs of Lake Michigan in the City of South Milwaukee, Milwaukee County, Wisconsin. The property is generally bounded by Lake Michigan on the east, Fifth Avenue on the West, Drexel Street on the north and Marina Drive and an unnamed public access road on the south. It does not include the property deeded to South Milwaukee for an access road or the property where residential buildings have been erected.
2. The heavily wooded Site contains fragments of deteriorated 55-gallon drums and barrels, two pits located 20 to 50 feet from the lake bluff ("pits"), and one area of slight depression located on the southeast corner of the property ("depressed area"). Fragments of drums or barrels are visible on top of the bluff and in and around an adjacent ravine. The pits have been fenced.
3. The area around the Site is primarily residential. It is bordered on two sides (south and west) by residential areas consisting mostly of apartments and condominiums.
4. The Northwestern Barrel Company, which operated on the Site from approximately 1941 to 1964, repaired and reconditioned steel drums and wood barrels. Its operations included the on-site handling, washing, and refurbishing of drums and barrels. All of the residue from those operations was disposed of on site.

5. Trilla Cooperage, which purchased the barrel operation in 1964, continued to store barrels and drums there until late in the year, when it moved the barrel operation to Oak Creek, Wisconsin. U.S. Equities, a real estate developer, purchased the property in 1965 and late in that year caused the buildings to be razed. Portions of the buildings appear to have been pushed into the ravine. The property was owned by the Estate of Nicholas Demos from 1968 to 1972, and Northern Trust Company (one of the co-executors of the Estate of Nicholas Demos) held title to and operated the property. Unicore Development acquired the property in 1972 and transferred title to the current owner, Towne Realty, in 1982. Mid-America Steel Company purchased the company which succeeded to Northwestern Barrel's operation and continues to operate it as a barrel reconditioning business to date at the Oak Creek site. Customers of Northwestern Barrel Company which have potential liability under CERCLA for the contamination remaining at the site are listed in Attachment C, which is incorporated herein by reference.
6. In 1988, the U.S. Environmental Protection Agency (U.S. EPA) Field Investigation Team (FIT) conducted a Site Inspection (SI) giving the Site a high priority designation. Elevated concentrations of PCBs, chromium, and lead were present in soil samples. Chlorinated hydrocarbons and heavy metals were found in the surface water samples.
7. In 1990 and 1991, Towne Realty's contractor, Chemical Waste Management, Inc., ENRAC Division, performed a partial removal action. It excavated a pit area (Pit 01) and disposed of the contents in one hundred five (105) 55-gallon drums at the Chemical Waste Management Landfill in Emelle, Alabama. An additional one hundred forty seven (147) 30-gallon burnable barrels containing drums were removed from the Site and sent to that landfill. Twenty-four (24) cubic yards of crushed empty drums were sent to the Parkview Landfill in Menomonee Falls, Wisconsin.
8. In a letter dated September 1, 1994, WDNR requested that the U.S. EPA perform a site investigation (SI) at the Marina Cliffs site. On October 18, 1994, OSC Betty Lavis and SAM Rey Rivera met WDNR officials Robert Amerson, Central Office, and John Krahling, District Office, at the site to conduct a walk-through. It was decided that the Site warranted further investigation, and an Integrated Site Assessment was scheduled for early December.
9. On December 7, 1994, the Region V Technical Assistance Team (TAT), the On-Scene Coordinator (OSC), the Site Assessment Manager (SAM), and Amy Parkinson of WDNR met at the Site to collect samples and document Site conditions. Despite snowy conditions, approximately fifty rusted 55-gallon barrels, or portions thereof, could be observed. The drums were located on top of the bluff and at the base of the ravine.

Some of the drums were empty and some contained residual materials. The history of the drums is unknown. In some areas there was an orange and/or green substance covering the soil.

10. Storm water runoff travels through the bottom of the ravine bordering the Site on the north and empties into Lake Michigan. Two pits were observed in December 1994. Both pits were fenced and contained a dark, oily sludge-like material. Based upon visual observations, the north pit (formerly Pit 03) was about 25 feet from the lake bluff and measured approximately 40 feet by 40 feet and the south pit (formerly Pit 02) was about 50 feet from the lake bluff and measured approximately 30 feet by 40 feet. The exact dimensions and depths of the pits are unknown. The TAT collected two sludge samples from the pits, two oil samples (one adjacent to the pits and one on the bluffs), one drum sample, and two background samples. One pit sample contained PCB (as Aroclor 1254) in concentrations of 197 ppm. Total lead above background levels was found in the soil samples and drum sample.

#### **IV. CONCLUSIONS OF LAW AND DETERMINATIONS**

Based on the Findings of Fact set forth above and the Administrative Record supporting these removal actions, U.S. EPA has determined that:

1. The Marina Cliffs Site is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).
2. Each Respondent is a "person" as defined by Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).
3. The substances noted in Part III above are "hazardous substances" as defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).
4. The Respondents listed on the Marina Cliffs PRP Service List, which is attached to this Order as Attachment A and which is incorporated herein by reference, are liable persons as defined by and included within the meaning of Section 107(a) of CERCLA, 42 U.S.C. § 9607(a). Attachment B is an Index to Liability Files, copies of which may be found at Midwest Paralegal Services, 740 N. Plankinton Avenue, Milwaukee, WI 53203 (Contact: Shawn Olley (414) 276-3007), and 77 West Jackson Blvd., 7th floor Records Center, Chicago, IL 60604 (walk-in).
5. The conditions described in the Findings of Fact above constitute an actual or threatened "release" of a hazardous substance from the facility into the

"environment" as defined by Sections 101(8) and (22) of CERCLA, 42 U.S.C. §§ 9601(8) and (22).

6. The conditions present at the Site constitute a threat to public health, welfare, or the environment based upon the factors set forth in Section 300.415(b)(2) of the National Oil and Hazardous Substances Pollution Contingency Plan, as amended ("NCP"), 40 CFR § 300.415(b)(2). These factors include, but are not limited to, the following:

a.) actual or potential exposure to nearby human populations, animals, or the food chain from hazardous substances, pollutants or contaminants from the presence of PCBs, chromium, lead, chlorinated hydrocarbons, and heavy metals at the Site. Because of its location adjacent to a residential area and Lake Michigan and the fact that access to the site is relatively unrestricted, the potential exists for trespassers, vandals, or scavengers to come in direct or indirect contact with hazardous substances, especially from contaminated soils and from deteriorated drums in exposed areas.

PCBs are of particular concern because one sample indicated a level of 197 ppm. The National Contingency Spill Policy (40 CFR, Part 761), regulated under the Toxic Substances Control Act (TSCA), requires cleanup of PCBs where concentrations exceed a 50 ppm action level. Under the spill policy, the cleanup levels for restricted access locations are set at 25 ppm or less, while cleanup levels for unrestricted areas are set at 10 ppm.

b.) hazardous substances or pollutants or contaminants in drums, barrels, tanks, or other bulk storage containers, that may pose a threat of release from the over 50 drums in relative stages of deterioration observed at the Site. There is evidence of leakage around the above surface drums. A potential exists for many more drums under the surface that could pose a threat of release if immediate action is not taken. Unauthorized users of the property could accidentally or intentionally dump or move these containers, causing the release of hazardous substances.

c.) high levels of hazardous substances or pollutants or contaminants in soils largely at or near the surface, that may migrate, such as the PCBs found in the site sample mentioned in (a) above. Surface water runoff flows from the contaminated areas in an east or northeasterly direction which carries it over the bluffs above Lake Michigan and into the lake. During storm events or periods of high winds, the exposed unlined pit areas, the drum contents, and associated potentially contaminated soil can migrate via drainage paths to Lake Michigan. The potential also exists for contamination in surface soil containing PCBs to be carried via



airborne dusts to trespassers, to nearby residential areas, or wash with runoff into Lake Michigan.

d.) weather conditions that may cause hazardous substances or pollutants or contaminants to migrate or be released because of the constant exposure of all site contaminants to weather conditions. Wind, rain, snow, and direct sunlight can cause excessive degradation of the drums which could cause further release of hazardous substances to the environment. The PCB-contaminated pits are unlined and uncovered and accumulate rain water and snow which could result in migration of PCB-contaminated soils off-site. As discussed above, surface runoff water from the pit areas can flow directly over the bluffs and into Lake Michigan or indirectly via the stream at the bottom of the ravine.

e.) the unavailability of other appropriate federal or state response mechanisms to respond to the release because the Wisconsin Department of Natural Resources does not have adequate funding to conduct a removal action at the Site.

7. The actual or threatened release of hazardous substances from the Site may present an imminent and substantial endangerment to the public health, welfare, or the environment within the meaning of Section 106(a) of CERCLA, 42 U.S.C. § 9606(a).
8. The removal actions required by this Order are necessary to protect the public health, welfare, or the environment, and are not inconsistent with the NCP or CERCLA.

## **V. ORDER**

Based upon the foregoing Findings of Fact, Conclusions of Law, Determinations, and the Administrative Record for this Site, it is hereby ordered that Respondents shall comply with the provisions of this Order, including but not limited to all documents attached to or incorporated into this Order, and perform the following actions:

### **1. Notice of Intent to Comply**

Respondents shall notify U.S. EPA in writing within 15 calendar days after the effective date of this Order of each Respondent's irrevocable intent to comply with this Order. Failure of any respondent to provide such notification within this time period shall be a violation of this Order.

2. Designation of Contractor, Project Coordinator, and On-Scene Coordinator and Respondents' Steering Committee Contact Person

Respondents shall perform the removal actions required by this Order themselves or retain (a) contractor(s) to implement the removal actions. RMT, Inc. has been selected and is approved to be the contractor on site. Respondents shall also notify U.S. EPA of the name and qualifications of any other contractors or subcontractors retained to perform work under this Order at least 5 calendar days prior to commencement of such work. U.S. EPA retains the right to disapprove of the Respondents or any of the contractors and/or subcontractors retained by the Respondents. If U.S. EPA disapproves a selected contractor or subcontractor, Respondents shall retain a different contractor or subcontractor within 15 calendar days following receipt of U.S. EPA's disapproval and shall notify U.S. EPA of that contractor or subcontractor's name and qualifications within 17 calendar days of receipt of U.S. EPA's disapproval.

RMT, Inc. has been selected by the existing PRP group and is approved as the Project Coordinator responsible for administration of all the Respondents' actions required by this Order. More specifically, Kathy Huibregtse, is RMT's designated Project Coordinator. To the greatest extent possible, the Project Coordinator shall be present on-site or readily available during Site work. U.S. EPA retains the right to disapprove of any other Project Coordinator named by the Respondents. If U.S. EPA disapproves a selected Project Coordinator, Respondents shall retain a different Project Coordinator within 15 calendar days following receipt of U.S. EPA's disapproval and shall notify U.S. EPA of that person's name and qualifications within 17 calendar days of receipt of U.S. EPA's disapproval. Receipt by Respondents' Project Coordinator of any notice or communication from U.S. EPA relating to this Order shall constitute receipt by all Respondents.

The U.S. EPA has designated Betty Lavis of the Emergency Response Branch, Region 5, as its On-Scene Coordinator (OSC). Respondents shall direct all submissions required by this Order to the OSC at 77 West Jackson Boulevard (HSE-5J), Chicago, Illinois, 60604, by certified or express mail. Respondents shall also send a copy of all submissions to Dorothy Attermeyer, Associate Regional Counsel (CS-29A), 77 West Jackson Boulevard, Chicago, Illinois, 60604. All Respondents are encouraged to make their submissions to U.S. EPA on recycled paper (which includes significant postconsumer waste paper content where possible) and using two-sided copies.

U.S. EPA and Respondents shall have the right, subject to the provisions of this section, to change their designated OSC or Project Coordinator. U.S. EPA shall notify the Respondents, and Respondents shall notify U.S. EPA, as early as possible before such a change is made, but in no case less than 24 hours before such a change. The initial notification may be made orally but it shall be promptly followed by a written notice.

### 3. Work to Be Performed

Respondents shall perform a removal action in two stages: time-critical and non-time critical. A Statement of Work ("SOW") for the completion of the removal action, including both the time-critical and non-time critical stages, is attached to this Order as Attachment D and is incorporated herein by reference. Respondents shall cooperate with U.S. EPA public relations activities during work performance.

#### 3.1 Time Critical Activities

The time-critical removal action will focus on the two pit areas and the depressed area located at the southeast corner of the Site. The following work, as set forth in Statement of Work (Attachment D), shall be performed as time-critical removal activities:

- Task 1: Submission of the Time-Critical Investigation Work Plan to the U.S. EPA for approval by October 16, 1995. Once approved, or approved with modifications, the Time-Critical Investigation Work Plan, the approved schedule therein, and any subsequent modifications shall be fully enforceable under this Order. Respondents shall notify U.S. EPA at least 48 hours prior to performing any on-site work pursuant to the U.S. EPA approved work plan.
- Task 2: Submission of the Site Health and Safety Plan, including site security to the U.S. EPA for approval by October 30, 1995. This plan shall comply with applicable Occupational Safety and Health Administration (OSHA) regulations found at 29 CFR Part 1910. If U.S. EPA determines it is appropriate, the plan shall also include contingency planning. Respondents shall incorporate all changes to the plan recommended by U.S. EPA, and implement the plan during the pendency of the response action.
- Task 3: Commence Implementation of the Time-Critical Investigation Work Plan one week after U.S. EPA approval.
- Task 4: Submission of the Time-Critical Technical Memorandum and Conceptional Outline of Site Evaluation Work Plan to the U.S. EPA for approval no later than 21 days after RMT's receipt of validated site data.
- Task 5: Milestone Meeting approximately 30 days after RMT's receipt of validated site data [the term "approximately" as used in this Order means not more than one week's deviation]

Depending on the decisions reached by U.S. EPA in the Milestone Meeting, the following tasks will also be performed as time-critical removal activities:

- Task 6: Submission of the Time-Critical Action Implementation Plan to the U.S. EPA for approval within 30 days after the Milestone Meeting unless otherwise agreed by the Parties at the Meeting. Once approved, or approved with modifications, the Time Critical Action Implementation Plan, the schedule, and any subsequent modifications shall be fully enforceable under this Order. Respondents shall notify U.S. EPA at least 48 hours prior to performing any on-site work pursuant to the U.S. EPA approved implementation plan.
- Task 7: Commence Time-Critical Action Implementation no later than May 1, 1996 (earlier if weather permits).
- Task 8: Submission of the Time-Critical Action Documentation Memorandum to U.S. EPA for approval no later than 30 days after RMT's receipt of validated data.

### 3.2 Non-Time Critical Activities

The remainder of the site activities and any other activities to address the pits and the depressed area, if appropriate and as decided by U.S. EPA at the Milestone Meeting, will be conducted following the non-time-critical activities procedures described under the Superfund Accelerated Clean-Up Model (SACM). The non-time-critical activities to be conducted under the EE/CA process will consist of the following tasks:

- Task 9: Submission of the Site Evaluation Work Plan to U.S. EPA for approval no later than 60 days after the Milestone Meeting. Once approved, or approved with modifications, the Site Evaluation Implementation Plan, the schedule, and any subsequent modifications shall be fully enforceable under this Order. Respondents shall notify U.S. EPA at least 48 hours prior to performing any on-site work pursuant to the U.S. EPA approved work plan.
- Task 10: Commence Implementation of the Site Characterization Activities no later than June 1, 1996.
- Task 11: Submission of the EE/CA Report to U.S. EPA for approval no later than December 1, 1996

All of the submissions for U.S. EPA approval in the tasks enumerated above shall be subject to the following review procedure: U.S. EPA may approve the package as submitted, may approve the package with modifications or require revisions thereof. If U.S. EPA notifies the Project Coordinator that revisions to the work plan are necessary, Respondents shall, not later than 14 calendar days thereafter, submit a revised work plan to U.S. EPA for review and approval.

### 3.3 Quality Assurance and Sampling

All sampling and analyses performed pursuant to this Order shall conform to U.S. EPA direction, approval, and applicable guidance regarding sampling, quality assurance/quality control (QA/QC), data validation, and chain of custody procedures. Respondents shall ensure that the laboratory used to perform the analyses participates in a QA/QC program that complies with U.S. EPA guidance.

Upon request by U.S. EPA, Respondents shall have such a laboratory analyze samples submitted by U.S. EPA for quality assurance monitoring. Respondents shall provide to U.S. EPA the quality assurance/quality control procedures followed by all sampling teams and laboratories performing data collection and/or analysis. Respondents shall also ensure provision of analytical tracking information consistent with OSWER Directive No. 9240.0-2B, "Extending the Tracking of Analytical Services to PRP-Lead Superfund Sites."

Upon request by U.S. EPA, Respondents shall allow U.S. EPA or its authorized representatives to take split and/or duplicate samples of any samples collected by Respondents or their contractors or agents while performing work under this Order. Respondents shall notify U.S. EPA not less than 3 calendar days in advance of any sample collection activity. U.S. EPA shall have the right to take any additional samples that it deems necessary.

### 3.4 Post-Removal Site Control

As part of EE/CA Report, Respondents shall submit a proposal for post-removal Site control, if required by Section 300.415(k) of the NCP, 40 CFR § 300.415(k).

### 3.5 Reporting

Respondents shall submit monthly written progress reports to U.S. EPA concerning activities undertaken pursuant to this Order, beginning 30 calendar days after the date of U.S. EPA's approval of the Time-Critical Investigation Work Plan, until termination of this Order, unless otherwise directed in writing by the OSC. These reports shall describe all significant developments during the preceding period, including the work performed and any problems encountered, analytical data received during the reporting period, and developments

anticipated during the next reporting period, including a schedule of work to be performed, anticipated problems, and planned resolutions of past or anticipated problems.

Until completion of the work required by this Order, any Respondent that owns any portion of the Site and any successor in title shall, at least 30 days prior to the conveyance of any interest in real property at the Site, give written notice of this Order to the transferee and written notice of the proposed conveyance to U.S. EPA and the State. The notice to U.S. EPA and the State shall include the name and address of the transferee. The party conveying such an interest shall require that the transferee will provide access as described in Section V.4 (Access to Property and Information).

4. Access to Property and Information

Respondents shall provide or obtain access as necessary to implement this Order to the Site and all appropriate off-site areas to which access is necessary and shall provide access to all records and documentation related to the conditions at the Site and the actions conducted pursuant to this Order. Such access shall be provided to U.S. EPA employees, contractors, agents, consultants, designees, and representatives and State of Wisconsin representatives. These individuals shall be permitted to move freely at the Site and appropriate off-site areas in order to conduct actions which U.S. EPA determines to be necessary. Respondents shall submit to U.S. EPA, upon request, the results of all sampling or tests and all other data generated by Respondents or their contractor(s), or on the Respondents' behalf, during implementation of this Order.

Where work under this Order is to be performed in areas owned by or in possession of someone other than Respondents, Respondents shall use their best efforts to obtain all necessary access agreements within 30 calendar days after the effective date of this Order, or as otherwise specified in writing by the OSC. Respondents shall immediately notify U.S. EPA if, after using their best efforts, they are unable to obtain such agreements. Respondents shall describe in writing their efforts to obtain access. U.S. EPA may then assist Respondents in gaining access, to the extent necessary to effectuate the removal actions described herein, using such means as U.S. EPA deems appropriate. Respondents shall reimburse U.S. EPA for all actual and documented costs and attorneys fees incurred by the United States in obtaining such access.

5. Record Retention, Documentation, Availability of Information

Respondents shall preserve all documents and information in their possession, in the possession of their contractors, subcontractors or representatives relating to work performed under this Order or relating to the hazardous substances found on or released from the Site for six years following completion of the removal actions required by this Order. At the end of this six-year period and at least 60 days before any document or information is destroyed, Respondents shall notify U.S. EPA that such documents and information are available to

U.S. EPA for inspection, and upon request, shall provide the originals or copies of such documents and information to U.S. EPA. In addition, Respondents shall provide documents and information retained under this Section at any time before expiration of the six-year period at the written request of U.S. EPA.

6. Off-Site Shipments

All hazardous substances, pollutants or contaminants removed off-site pursuant to this Order for treatment, storage, or disposal shall be treated, stored, or disposed of at a facility in compliance, as determined by U.S. EPA, with the U.S. EPA Revised Off-Site Rule, 40 CFR § 300.440, 58 Federal Register 49215 (Sept. 22, 1993).

7. Compliance With Other Laws

Respondents shall perform all actions required pursuant to this Order in accordance with all applicable local, state, and federal laws and regulations, except as provided in CERCLA Section 121(e), 42 U.S.C. § 9621(e), and 40 CFR § 300.415(i). In accordance with 40 CFR § 300.415(i), all on-site actions required pursuant to this Order shall, to the extent practicable, as determined by U.S. EPA, considering the exigencies of the situation, attain applicable or relevant and appropriate requirements under state and federal environmental laws.

8. Emergency Response and Notification of Releases

If any incident, or change in Site conditions, during the activities conducted pursuant to this Order causes or threatens to cause an additional release of hazardous substances from the Site or an endangerment to the public health, welfare, or the environment, the Respondents shall immediately take all appropriate action to prevent, abate, or minimize such release or endangerment caused or threatened by the release. Respondents shall also immediately notify the OSC or, in the event of his/her unavailability, the Regional Duty Officer, Emergency Response Branch, Region 5 at (312) 353-2318, of the incident or Site conditions. If Respondents fail to respond, U.S. EPA may respond to the release or endangerment and reserve the right to recover costs associated with that response.

Respondents shall submit a written report to U.S. EPA within 7 calendar days after each release, setting forth the events that occurred and the measures taken or to be taken to mitigate any release or endangerment caused or threatened by the release and to prevent the recurrence of such a release. Respondents shall also comply with any other notification requirements, including those in CERCLA section 103, 42 U.S.C. § 9603, and section 304 of the Emergency Planning and Community Right-To-Know Act, 42 U.S.C. § 11004.

## **VI. AUTHORITY OF THE U.S. EPA ON-SCENE COORDINATOR**

The OSC shall be responsible for overseeing the implementation of this Order. The OSC shall have the authority vested in an OSC by the NCP, including the authority to halt, conduct, or direct any work required by this Order. Absence of the OSC from the Site shall not be cause for stoppage of work unless specifically directed by the OSC.

## **VII. PENALTIES FOR NONCOMPLIANCE**

Violation of any provision of this Order may subject Respondents to civil penalties of up to \$25,000 per violation per day, as provided in section 106(b)(1) of CERCLA, 42 U.S.C. § 9606(b)(1). Respondents may also be subject to punitive damages in an amount up to three times the amount of any cost incurred by the United States as a result of such violation, as provided in section 107(c)(3) of CERCLA, 42 U.S.C. § 9607(c)(3). Should Respondents violate this Order or any portion hereof, U.S. EPA may carry out the required actions unilaterally, pursuant to section 104 of CERCLA, 42 U.S.C. § 9604, and/or may seek judicial enforcement of this Order pursuant to section 106 of CERCLA, 42 U.S.C. § 9606.

## **VIII. REIMBURSEMENT OF COSTS**

Respondents shall reimburse U.S. EPA, upon written demand as U.S. EPA shall determine, for all response costs incurred by the United States in overseeing Respondents' implementation of the requirements of this Order. U.S. EPA may submit to Respondents on a periodic basis a bill for all response costs incurred by the United States with respect to this Order. U.S. EPA's Itemized Cost Summary, or such other summary as certified by U.S. EPA, shall serve as the basis for payment.

Respondents shall, within 30 days of receipt of the bill, remit a cashier's or certified check for the amount of those costs made payable to the "Hazardous Substance Superfund," to the following address:

U.S. Environmental Protection Agency  
Superfund Accounting  
P.O. Box 70753  
Chicago, Illinois 60673

Respondents shall simultaneously transmit a copy of the check to the Director, Superfund Division, U.S. EPA Region 5, 77 West Jackson Blvd., Chicago, Illinois, 60604-3590. Payments shall be designated as "Response Costs - Marina Cliffs Barrel Dump Site" and shall reference the payors' names and addresses, the U.S. EPA site identification number (PO), and the docket number of this Order.



Interest at a rate established by the Department of the Treasury pursuant to 31 U.S.C. § 3717 and 4 CFR § 102.13 shall begin to accrue on the unpaid balance from the day after the expiration of the 30 day period notwithstanding any dispute or an objection to any portion of the costs.

#### **IX. RESERVATION OF RIGHTS**

Except as specifically provided in this Order, nothing herein shall limit the power and authority of U.S. EPA or the United States to take, direct, or order all actions necessary to protect public health, welfare, or the environment or to prevent, abate, or minimize an actual or threatened release of hazardous substances, pollutants or contaminants, or hazardous or solid waste on, at, or from the Site. Further, nothing herein shall prevent U.S. EPA from seeking legal or equitable relief to enforce the terms of this Order. U.S. EPA also reserves the right to take any other legal or equitable action as it deems appropriate and necessary, or to require the Respondents in the future to perform additional activities pursuant to CERCLA or any other applicable law.

#### **X. OTHER CLAIMS**

By issuance of this Order, the United States and U.S. EPA assume no liability for injuries or damages to persons or property resulting from any acts or omissions of Respondents. The United States or U.S. EPA shall not be a party or be held out as a party to any contract entered into by the Respondents or their directors, officers, employees, agents, successors, representatives, assigns, contractors, or consultants in carrying out activities pursuant to this Order.

This Order does not constitute a preauthorization of funds under Section 111(a)(2) of CERCLA, 42 U.S.C. § 9611(a)(2).

No action or decision by U.S. EPA pursuant to this Order shall give rise to any right to judicial review except as set forth in Section 113(h) of CERCLA, 42 U.S.C. § 9613(h).

Nothing in this Order constitutes a satisfaction of or release from any claim or cause of action against the Respondents or any person not a party to this Order, for any liability such person may have under CERCLA, other statutes, or the common law, including but not limited to any claims of the United States for costs, damages and interest under sections 106(a) or 107(a) of CERCLA, 42 U.S.C. §§ 9606(a) or 9607(a).

## **XI. MODIFICATIONS**

Modifications to any plan or schedule may be made in writing by the OSC or at the OSC's oral direction. If the OSC makes an oral modification, it will be memorialized in writing within 7 calendar days; however, the effective date of the modification shall be the date of the OSC's oral direction. The OSC shall consult with Respondents' Steering Committee Contact Persons prior to making any such modifications if the Respondents' Project Coordinator disputes the necessity or characterization of such modification. The rest of this Order, or any other portion of the Order, may only be modified in writing by signature of the Director, Superfund Division, Region 5.

If Respondents seek permission to deviate from any approved plan or schedule, Respondents' Project Coordinator shall submit a written request to U.S. EPA for approval outlining the proposed modification and its basis.

No informal advice, guidance, suggestion, or comment by U.S. EPA regarding reports, plans, specifications, schedules, or any other writing submitted by the Respondents shall relieve Respondents of their obligations to obtain such formal approval as may be required by this Order, and to comply with all requirements of this Order unless it is formally modified.

## **XII. NOTICE OF COMPLETION**

When U.S. EPA determines that all work has been fully performed in accordance with this Order, except for certain continuing obligations required by this Order (e.g., record retention) U.S. EPA will provide a Notice of Completion to the Respondents. If U.S. EPA determines that any removal activities have not been completed in accordance with this Order, U.S. EPA will notify the Respondents, provide a list of the deficiencies, and require that Respondents modify the Time Critical Implementation Action Plan and the Site Evaluation Work Plan, if appropriate, to correct such deficiencies. The Respondents shall implement the modified Action or Work Plan as approved by U.S. EPA. Failure to implement a modified Time Critical Implementation Action Plan and the Site Evaluation Work Plan shall be a violation of this Order.

## **XIII. ACCESS TO ADMINISTRATIVE RECORD**

The Administrative Record supporting these removal actions is available for review during normal business hours in the U.S. EPA Record Center, Region 5, 77 West Jackson Boulevard, Seventh Floor, Chicago, Illinois. Respondents may contact Dorothy Attermeyer, Associate Regional Counsel, at (312) 886-5312 to arrange to review the Administrative Record. An index of the Administrative Record is attached to this Order as Attachment E.

#### **XIV. OPPORTUNITY TO CONFER**

U.S. EPA will hold a conference with Respondents on October 10, 1995, at 1:30 a.m. at the Park East Hotel, 916 E. State Street, Milwaukee, Wisconsin.

Respondents may appear at the conference in person or be represented by an attorney or other representative. Respondents may present any information, arguments, or comments regarding this Order at the conference. However, this conference is not an evidentiary hearing, does not constitute a proceeding to challenge this Order, and does not give Respondents a right to seek review of this order.

Respondents may submit any information, arguments, or comments in writing to U.S. EPA within 7 calendar days following the conference. Written submittals shall be directed as specified in Section V.2 of this Order.

#### **XV. SEVERABILITY**

If a court issues an order that invalidates any provision of this Order or finds that Respondents have sufficient cause not to comply with one or more provisions of this Order, Respondents shall remain bound to comply with all provisions of this Order not invalidated by the court's order.

**XVI. EFFECTIVE DATE**

This Order shall be effective 10 calendar days following the conference.

IT IS SO ORDERED.

BY: \_\_\_\_\_

William E. Muno, Director  
Superfund Division  
U.S. Environmental Protection Agency  
Region 5

DATE: \_\_\_\_\_

10/3/95

## **ATTACHMENT A**

### **MARINA CLIFFS PRP (RESPONDENT) SERVICE LIST**

A. The following entity is a person who is the present owner or operator as defined by Section 101 (20) of CERCLA, 42 U.S.C. § 9601(20) of the Marina Cliffs Site:

Towne Realty  
Attn: James B. Young, General Counsel  
710 N. Plankinton Avenue  
Milwaukee, WI 53203

B. The following entities are persons who at the time of disposal of any hazardous substance owned or operated the Marina Cliffs Site (or are successors in interest to such persons):

1. Trilla Cooperage  
2959 W. 47th Street  
Chicago, IL 60632
2. Mid-America Steel Drum Company  
8570 S. Chicago Road  
Oak Creek, WI 53154

C. The following entities are persons who arranged to dispose of hazardous substances at the Marina Cliffs Site:

1. Allen-Bradley Company, Inc.  
Attn: Jerome E. Vogel, Adm. Law Dept.  
1201 S. Second St.  
Milwaukee, WI 53204-2498
2. Allied Signal Corporation  
Attn: Pamela J. Cissik  
Senior General Counsel - Environment  
101 Columbia Avenue  
Morristown, NJ 07962
3. The Louis Allis Company  
Division of Magnatek, Inc.  
427 E. Stewart  
Milwaukee, WI 53207

4. **Chrysler Corporation**  
Attn: James Bloom  
Office of Legal Counsel  
2301 Featherstone Road  
Auburn Hills, Mich 48326-2808
5. **Amity Leather Products Co.**  
Attn: David R. Beine, Esq.  
P. O. Box 1990  
West Bend, WI 53095
6. **Appleton Coated Papers**  
C/O Appleton Papers Inc.  
Attn: Benjamin Mieliulis, Environmental Counsel  
825 E. Wisconsin Avenue  
Appleton, WI 54911-1703
7. **Armour and Company**  
Attn: Kenneth M. Ries, Director, Environment & Energy  
Dial Tower  
1850 N. Central Avenue  
Phoenix, AR 85004-2212
8. **Bolens Corporation**  
Products Division  
215 S. Park Street  
Port Washington, Wisconsin 53074
9. **Briggs & Stratton Corp.**  
Attn: Patricia M. Hanz  
12301 West Wirth Street  
Wauwatosa, WI 53222-2110  
P. O. Box 702  
Milwaukee, WI 53201-0702
10. **Bucyrus-Erie Company**  
Attn: Russell Hutchison  
1100 Milwaukee Avenue  
P. O. Box 500  
South Milwaukee, WI 53172

11. **Case Corporation**  
**David G. Mueller, Corporate Counsel**  
**700 State Street**  
**Racine, WI 53404-3343**
12. **Proctor & Gamble**  
**Attn: David E. Ross, Legal Division**  
**One Proctor & Gamble Plaza**  
**Cincinnati, Ohio 45202**
13. **Chicago & Northwestern Transportation Co.**  
**Attn: Mack H. Shumate, Jr.**  
**165 N. Canal Street**  
**One Northwestern Center**  
**Chicago, IL 60606**
14. **Cook Composites & Polymers Co.**  
**217 Freeman Drive**  
**Port Washington, WI 53074**
15. **Cooper Power Systems**  
**Div. of Cooper Industries**  
**Attn: Willette Lemelle**  
**P. O. Box 4446**  
**Houston, TX 77210**
16. **Cudahy Tanning Co., Inc.**  
**Attn: Rolf Reineck, Plant Engineer**  
**5043 So. Packard Avenue**  
**Cudahy, WI 53110**
17. **Cutler-Hammer, Inc.**  
**4201 N. 27th Street**  
**Milwaukee, Wisconsin 53216**
18. **Deere & Company**  
**Attn: Kathleen R. Gibson, Senior Attorney**  
**John Deere Road**  
**Moline, IL 61265-8098**

19. **E. I. DuPont de Nemours & Company**  
**DuPont Chemical Legal Dept.**  
**Attn: Patricia McGee**  
**Room D - 8065**  
**1007 Market Street**  
**Wilmington, DE 19898**
20. **Essential Chemicals Co.**  
**C/O DeSoto, Inc.**  
**16750 S. Vincennes Road**  
**South Holland, IL 60473**
21. **Essential Industries, Inc.**  
**Attn: Lisa Toussaint. Esq.**  
**Michael, Best & Friedrich**  
**100 E. Wisconsin Ave.**  
**Milwaukee, WI 53202**
22. **T. C. Esser Company**  
**C/O Lawrence Esser**  
**8186 Lake View Road**  
**Fond du Lac, WI 54935**
23. **Evinrude Motors**  
**c/o OMC Corp.**  
**Attn: Mary Beth Flowers**  
**100 Seahorse Drive**  
**Waukegan, IL 60085-2195**
24. **F. G. Findley Adhesives, Inc.**  
**11320 Watertown Plank Road**  
**Wauwatosa, WI 53226-3434**
25. **Fort Howard Corporation**  
**Attn: Mark S. Reimer, Attorney**  
**1919 S. Broadway St.**  
**Green Bay, Wisconsin 54304-4905**  
**P. O. Box 19130**  
**Green Bay, WI 54307-9130**



26. General Motors Corp.  
Linda Bentley, Legal Assistant  
Mail Code 482 112 149  
3044 W. Grand Blvd.  
Detroit, MI 48170
27. The Glidden Company  
Attn: Robert R. Kovalak, Manager, Environmental Affairs  
925 Euclid Avenue, Ste. 900  
Cleveland, OH 44115
28. Harley-Davidson, Inc.  
11700 West Capitol Drive  
Milwaukee, WI 53201  
P. O. Box 544  
Milwaukee, WI 53201-0554
29. Harnischfeger Industries, Inc.  
13400 Bishops Lane  
Brookfield, WI 53005  
P. O. Box 554  
Milwaukee, WI 53201-0554
30. Heil Corporation  
205 Bishops Way, Ste. 201  
Brookfield, WI 53004
31. Hentzen Coatings, Inc.  
6937 W. Mill Rd.  
Milwaukee, WI 53218-1225
32. Amy Cohen  
Hercules, Incorporated  
Hercules Plaza  
1313 N. Market Street  
Wilmington, DE 19894-0001
33. Heresite Protective Coatings, Inc.  
822 S. 14th Street  
Manitowoc, Wisconsin 54220

34. Navistar International Transportation Co.  
Attn: Michael A. Jarrick, Senior Counsel  
455 N. Cityfront Plaza Drive, 13th Flr.  
Chicago, IL 60611
35. International Printing Ink  
C/O BASF  
Attn: Doug Martin  
3000 Continental Drive North  
Mount Olive, New Jersey 07828-1234
36. Jacobsen, Division of Textron, Inc.  
1721 Packard Avenue  
Racine, WI 53403
37. Johnson Controls, Inc.  
5757 N. Green Bay Avenue  
P. O. Box 591  
Milwaukee, WI 53201-0591
38. S. C. Johnson & Son, Inc.  
Attn: Mr. Gary A. Krieger, Legal Counsel  
1525 Howe Street  
Racine, WI 53403-5011
39. Kimberly Clark Corporation  
Attn: Marcy Cowan  
1400 Holcomb Bridge Road  
Roswell, GA 30076-2199
40. Kohler Company  
444 Highland Drive  
Kohler, Wisconsin 53044
41. Ladish Company, Inc.  
Attn: Wayne E. Larson, General Counsel  
5481 S. Packard Avenue  
P. O. Box 8902  
Cudahy, WI 53110
42. Law Tanning  
1616 W. Pierce Street  
Milwaukee, WI 53204

43. Lindsay Paint/RHL Inc.  
C/O Ronald R. Ragatz  
DeWitt Ross & Stevens  
Two E. Mifflin Street, Ste. 600  
Madison, WI 53703-2865
44. Marathon Industries  
510 Sherman St.  
Wausau, WI 54401
45. Mautz Paint & Varnish Company  
939 E. Washington Ave.  
P. O. Box 7068  
Madison, WI 53703
46. Midwest Tanning Company  
Attn: Allen J. Glubka  
1200 Davis Avenue  
P. O. Box 189  
South Milwaukee, WI 53172
47. Miller Brewing Company  
Attn: Garrett W. Reich  
3939 W. Highland Blvd.  
P. O. Box 0482  
Milwaukee, WI 53201-0482
48. Reichhold Chemicals, Inc.  
Corporate Headquarters  
Attn: Nancy Armisto, Attorney  
P. O. Box 13582  
Research Triangle Park, NC 27709-3582
49. Milprint, Inc.  
Attn: Howard Hofmeister  
2451 Badger Avenue  
Oshkosh, WI  
P. O. Box 2968  
Oshkosh, WI 54903-2968

50. **Minnesota Mining & Manufacturing Co. (3M)**  
Attn: Brian Davis, OGC  
3M Center Building  
P. O. Box 33428  
St. Paul, MN 55133
51. **Benjamin Moore & Company**  
North Avenue & 25th Avenue  
Melrose Park, Illinois 60160
52. **Nekoosa Papers Inc.**  
Attn: Ronald T. Allen, Chief Counsel, Water  
c/o Georgia Pacific Corp.  
133 Peachtree Street, N.E.  
P. O. Box 105605  
Atlanta, GA 30348-5605
53. **Nelson Paint**  
Attn: Lou Rundio, Esq.  
P. O. Box 2040  
Kingsford, Michigan 49802-2040  
One Nelson Drive  
Kingsford, MI 49801-4561
54. **A. P. Nonweiler Co.**  
3321 N. Shore Drive  
P. O. Box 1007  
Oshkosh, WI 54901
55. **Nordberg, Inc.**  
Attn: Jeff W. Verberne  
3073 Chase Ave.  
P. O. Box 383  
Milwaukee, WI 53201
56. **Northern Paper**  
Attn: G. William Parker  
C/O MRC Holdings, Inc.  
300 S. Paul Place  
Baltimore, MD 21202
57. **Pfister & Vogel Leather Co.**  
1531 N. Water Street  
Milwaukee, WI 53202

58. PPG Industries, Inc.  
Attn: Thomas Ebbert  
4325 Rosanna Drive  
Allison Park, PA 15101
59. Rapco Leather Company  
401 E. Bradley Road  
Milwaukee, WI 53217
60. Rexnord Corporation  
Attn: Aaron L. Hardt  
4695 West Greenfield Ave.  
Rexnord Building 4  
Milwaukee, WI 53214
61. Seidel Tanning Corp.  
Attn: Rich Churchville, Corp. Secty.  
1306 E. Meinecke Avenue  
P. O. Box 12571  
Milwaukee, WI 53212
62. A. O. Smith Corporation  
Corp HQ Law Department  
Attn: Ken Anselment  
11270 West Park Place  
Milwaukee, WI 53224  
P. O. Box 23973  
Milwaukee, WI 53223-0973
63. Square D Company  
Industrial Controller Division  
4041 N. Richards  
Milwaukee, Wisconsin 53212
64. Chicago, Milwaukee and St. Paul Railroad  
CMC Heartland Partners  
Attn: Lawrence S. Adelson, Esq.  
547 W. Jackson Blvd.  
Chicago, IL 60606
65. Suhm Company, Inc.  
C/O David Suhm  
W131 S6471 Kipling Drive  
Muskego, WI 53150

66. Thiele Tanning Company  
Attn: Helmuth M. Thiele, Jr.  
123 North 27th Street  
Milwaukee, WI 53208
67. Thiem Automotive Division  
C/O Beazer East, Inc.  
Attn: Robert M. Lucas, Esq.  
436 Seventh Avenue, 10th Floor  
Pittsburgh, PA 15219
68. Thilmany Pulp and Paper Co.  
Division of International Paper  
Attn: Steven J. Ginski, Esq.  
International Place I  
6400 Poplar Avenue  
Memphis, TN 38197
69. Trent Tube Co.  
2015 Energy Dr.  
P. O. Box 77  
East Troy, WI 53120-0077
70. Albert Trostel & Sons Co.  
C/O Everett Smith Investment Company, Ltd of Delaware  
Attn: Thomas F. Clasen, Esq.  
800 N. Marshall Street  
Milwaukee, WI 53202
71. The Upjohn Company  
Attn: J. William Whitlock, Assistant General Counsel  
7000 Portage Rd.  
Kalamazoo, Michigan 49001-0199
72. Wenthe-Davidson Engineering Company  
16300 W. Rogers Drive  
New Berlin, WI 53151  
P. O. Box 286  
New Berlin, WI 53187
73. Western Publishing Company, Inc.  
Attn: Roman I. Chojnacki  
1220 Mound Avenue  
Racine, WI 53404

- 74. **Wisconsin Aluminum Foundry**  
838 S. 16th St.  
Manitowoc, Wisconsin
- 75. **Wisconsin Electric Power Company**  
Attn: James D. Zakrajscheck, Counsel  
231 W. Michigan Street  
P. O. Box 2046  
Milwaukee, WI 53201-2046
- 76. **Wisconsin Solvents & Chemicals**  
C/O Chem Central Corporation  
2400 S. 170th Street  
New Berlin, Wisconsin 53151
- 77. **ZPC Industrial Coatings**  
1439 N. 25th Street  
Sheboygan, WI 53081

D. The following entity is a person who transported hazardous substances for disposal at the Marina Cliffs Site:

**Chicago & Northwestern Transportation Co.**  
Attn: Mack H. Shumate, Jr.  
165 N. Canal Street  
One Northwestern Center  
Chicago, IL 60606

# ATTACHMENT B

## United States Environmental Protection Agency (U.S. EPA) INDEX TO LIABILITY FILES FOR MARINA CLIFFS DUMP SITE

<u>File No.</u>	<u>File Name</u>
000	Index
001	Ace Chemical Company
	Albert Trostel (see Trostel)
002	Aldrich Chemical Company, Inc.
132	Algoma Plywood & Veneer Company
003	Allen-Bradley
004	Allied Signal Corporation (Bendix)
133	The Louis Allis Company
005	Allis-Chalmers Corp.
006	American Motors (Chrysler Corporation)
007	Amity Leather Products Company
008	Ampco Metal
	Apex Oil (see Clark Oil)
009	Appleton Coated Papers (see also AT&T)
010	Armour Leather Company (Armour & Company)
	- includes also Armour Swift-Eckrich
134	Artco Printing Ink Corp.
011	AT&T Global Information Solutions
	(re: Appleton Coated Papers and Appleton Papers Inc.)
012	Badger Army Ammunition (U. S. Army)
013	Badger Paint
	BASF (see International Printing Ink)
	Beatrice Foods (see Pfister & Vogel and Armour Leather)
	Beazer East (see Thiem)
	Bendix (see Allied Signal)
014	Benjamin Moore & Company
015	Blackhawk Leather Ltd.
135	Bolens Corporation
136	W.H. Brady Company
016	Briggs & Stratton Corporation
017	Brodhagen, John
018	Bucyrus-Erie Company
019	Carbolineum Wood Preserving Company
020	Case Corporation
	Chain Belt (see Rexnord)
021	Charmin Paper Company (Proctor & Gamble)
022	Chicago and NorthWestern Transportation Company
	Chrysler Corporation (see American Motors)
023	Cities Service Company (Oxy-USA Inc.)
024	City of Green Bay
025	City of Manitowoc
026	City of Milwaukee
027	City of Oconomowoc
028	City of Sheboygan
029	City of West Allis
030	City of West Bend
031	Clark Oil & Refining Corp. (Apex Oil Co.)
032	Cook Composites & Polymers Co. (Freeman Chemical)



<u>File No.</u>	<u>File Name</u>
	Cook Paint & Varnish (see International Printing Ink)
033	Cooper Power Systems (Line Materials/Kyle Corporation)
137	CMC Heartland Partners
034	Cudahy Packing
035	Cudahy Tanning Company, Inc.
138	Cutler-Hammer, Inc.
036	Deere & Co.
037	DeSoto Inc./Essential Chemicals/Essential Industries
038	Drobac, Daniel
039	DuPont (E.I. du Pont de Nemours)
139	Eggers Industries, Inc.
	Essential Chemicals/Essential Industries (see DeSoto)
040	Esser, T. C. Inc.
041	Evinrude Motors (Outboard Marine Corporation (OMC))
042	Excel Chemical
140	The Falk Corporation
043	Findley Adhesives
	FMC (see Link-Belt)
044	Fort Howard Paper Company
	Freeman Chemical (see Cook Composites)
045	Fricke, Edward
046	Gallun, A.F. & Sons Tanning Company
047	General Motors Corporation
	Georgia-Pacific (see Nekoosa)
127	Gill, Thomas
048	Glidden Company, The
	Globe-Union (see Johnson Controls)
128	Gray, Curtis (re: PPG)
	Green Bay (see City of...)
141	Hamilton Scientific
049	Harley-Davidson Motor Company, Inc.
050	Harnischfeger Industries, Inc.
051	Heil Company
142	Hein-Werner Corp.
052	Hentzen Coatings (Wisconsin Paint)
053	Hercules Inc. (Hercules Powder)
143	Heresite Protective Coatings
054	Iding, M.P. Company, Inc.
055	International Harvester Company (Navistar)
	International Paper Co. (See Thilmany)
056	International Printers (Winn Printers)
057	International Printing Ink/Cook Paint & Varnish (BASF)
144	Invincible Metal Furniture Company
145	Jacobsen, Division of Textron, Inc.
	James River (see Northern Paper)
	J.I. Case (see Case)
058	Johnson Controls, Inc. (Globe-Union)
059	Johnson, S.C. & Son, Inc.
	Joliet Army Ammunition Plant (see Uniroyal)
060	Keil & Werner Electric Company
147	Kiekhaefer Manufacturing Company

<u>File No.</u>	<u>File Name</u>
061	Kimberly Clark Corporation
062	Kipp, Melvin
129	Kitzinger, Carl
063	Klipfel, Wayne
146	Kohler Company
064	Krueger, Leonard
	Kyle Corporation (see Cooper Power Systems)
065	Ladish Company, Inc.
066	Law Tanning
067	Leeland Chemicals
068	Lindsay Paint (R.H.L., Inc.)
	Line Materials (see Cooper Power Systems)
069	Link-Belt Corporation (FMC Corporation)
070	Love, Marvell
071	Majewski, Lawrence
	Manitowoc (see City of...)
130	Manka, Raymond
148	Marathon Industries
072	Margolis, Donald
	Marinette Paper Company (see Scott Paper)
073	Matter, Robert
074	Mautz Paint
	Mayer, Oscar (see Oscar Mayer)
149	Maysteel Corporation
075	Menasha Corporation, Neenah Printing Division
076	Menominee Paper Company
077	Midamerica Steel Drum
078	Midwest Tanning
079	Miller Brewing Company
080	Milligan, J.G./Swift Adhesives (Reichhold)
081	Milport Chemical Company (includes Rowell)
082	Milprint, Inc.
	Milsolv (see Milwaukee Solvents)
083	Milwaukee County
084	Milwaukee Solvents & Chemical Corporation (Milsolv) (see also Zecol)
085	Minnesota Mining & Manufacturing Company
086	Mobil Oil Corporation
	Moore, Benjamin (see Benjamin Moore)
	MPC (see Northern Paper)
	M.P. Iding (see Iding)
	Navistar (see International Harvester)
	Neenah Printing (see Menasha Corp.)
087	Nekoosa (Edwards) Paper Company Inc. (Georgia-Pacific)
088	Nelson Paint Company
089	Niles Chemical Paint Company
150	A.P. Nonweiler Co.
090	Nordberg Inc.
091	Northern Paper (James River, MPC)
092	Northern Trust Company, The
	Oconomowoc (see City of...)

<u>File No.</u>	<u>File Name</u>
093	Ohio Manufacturing Company
094	Oscar Mayer Foods Company
	Outboard Marine Corporation (OMC) (see Evinrude)
095	Outlook Graphics
	Oxy-USA (see Cities Service Company)
096	Pabst Brewing Company
097	Pfister & Vogel Leather Company (also see Armour)
098	PPG Industries, Inc. (see also Gray and Sheehan)
	Procter & Gamble (see Charmin Paper Company)
099	Rapco Leather, Inc.
	Reichhold Chemicals, Inc. (see Milligan, J.G.)
100	Rexnord Corporation (Chain Belt)
	R.H.L. (see Lindsay Paint)
	River, James (see Northern Paper)
	Rowell Chemical Corporation (see Milport Chemical Company)
	S.C. Johnson (see Johnson)
	Schlitz (see Stroh Brewery Company)
101	Scott Paper Company (re: Marinette Paper Company)
102	Seidel Tanning Corporation
	Sheboygan (see City of...)
	Sheboygan Paint (see ZPC)
131	Sheehan, Patrick (re: PPG)
103	Skarvin, Virgil
104	Smith, A.O. Corporation
105	Solar Paints & Varnishes
106	Soo Line Railroad Co. (St. Paul RR)
151	Speed Queen Company
152	Square D Company
153	Sta-Rite Industries, Inc.
107	Stolper Industries
	St. Paul Railroad (see Soo Line)
108	Stroh Brewery Company (Schlitz Brewing Company)
109	Suhm Laboratories
	Swift Adhesives (Reichhold) (see Milligan, J.G.)
110	Thiele Tanning Company
111	Thiem Automotive Division (Beazer East, Inc.)
112	Thilmany Pulp & Paper Company (International Paper Co.)
113	Towne Realty
114	Trent Tube Company
115	Trilla Steel Drum/Trilla Cooperage
116	Trostel, Albert & Sons, Co.
117	Uniroyal Chemical Company/Joliet Army Ammunition Plant
118	Upjohn Company, The
	U.S. Army (see Uniroyal and Badger Ammunition)
119	Verden, Paul
120	Verden, Russell
154	Vollrath Company, Inc.
155	Wenthe-Davidson Engineering Company
	West Allis (see City of...)
	West Bend (see City of...)

<u>File No.</u>	<u>File Name</u>
121	Western Publishing Company
122	Winkler, Clarence
	Winn Printers (see International Printers)
156	Wisconsin Aluminum Foundry
123	Wisconsin Electric Power Company
	Wisconsin Paint (see Hentzen Coatings)
157	Wisconsin Solvents & Chemicals
124	Zecol Inc. (see also Milwaukee Solvents)
125	ZPC Industrial Coatings (Wm. Zummach)
	Zummach, Wm. (see ZPC)
126	General/Miscellaneous Information
127	Gill, Thomas
128	Gray, Curtis
129	Kitzinger, Carl
130	Manka, Raymond
131	Sheehan, Patrick
132	Algoma Plywood & Veneer Company
133	The Louis Allis Company
134	Artco Printing Ink Corp.
135	Bolens Corporation
136	W.H. Brady Company
137	CMC Heartland Partners
138	Cutler-Hammer, Inc.
139	Eggers Industries, Inc.
140	The Falk Corporation
141	Hamilton Scientific
142	Hein-Werner Corp.
143	Heresite Protective Coatings
144	Invincible Metal Furniture Company
145	Jacobsen, Division of Textron, Inc.
146	Kohler Company
147	Kiekhaefer Manufacturing Company
148	Marathon Industries
149	Maysteel Corporation
150	A.P. Nonweiler Co.
151	Speed Queen Company
152	Square D Company
153	Sta-Rite Industries, Inc.
154	Vollrath Company, Inc.
155	Wenthe-Davidson Engineering Company
156	Wisconsin Aluminum Foundry
157	Wisconsin Solvents & Chemicals
158	Algoma Foundry & Machine Co.
159	Allied Home Products Corp.
160	Consolidated Water Paper & Power Co.
161	B.D. Eisendrath Tanning Co. of Racine
162	Gaylord Container Corp.
163	Geuder, Paeschke & Frey Co.
164	J. Greenebaum Tanning Co.

<u>File No.</u>	<u>File Name</u>
165	Gugler Lithographic Co.
166	Inland Steel Products
167	Kepec Chemical Corp.
168	Klenzade Products, Inc.
169	Koehring Co.
170	George J. Meyer Mfg. Co.
171	Patek Brothers, Inc.
172	Presto Color
173	Fred Rueping Leather Co.
174	Rway Furniture Co.
175	Wagner Iron Works
176	Wagner Specialty Co.
177	Wisconsin Leather Co.
178	Badger Paint & Hardware Stores
179	Baldwin Plywood & Veneer Co.
180	Blackhawk Mfg. Co.
181	Eagle-Flagg Tannery
182	Excel Chemical
183	Freeman Shoe Corp.
184	Garton Toy Co.
185	Gebhardt-Vogel Tanning
186	Frank Gill (Paint) Co.
187	Gisholt Machine Co.
188	Jones & Dabny
189	Giddings & Lewis, Inc.
190	J. Laskin & Sons Corp.
191	Menasha Printing Ink Co.
192	The Midland Co.
193	O'Neill Duro Paint
194	Paddock Paints
195	Prentiss Wabers Products Co.
196	Rockford Paint
197	Rockford Varnish
198	Roper Stove
199	Shakespeare Co.
200	Sherwin-Williams Paint Co.
201	Tousey Varnish
202	Trumble Asphalt
203	Kirk White Chemical Co.
204	Wisconsin Motor Corp.
205	Zone Co.

INTERVIEWS AND DEPOSITIONS

I = interview      D = deposition      A = affidavit/statement

John Brodhagen (file #017)  
D 6/15/95

Edward Fricke (file #045)  
I 7/28/93  
I 8/4/93

Curtis Gray (file #128)  
I 4/29/94 (cover letter 4/30/94)

Carl Kitzinger (file #129)  
I 7/21/93

Wayne Klipfel (file #063)  
A 4/95 (undated, unsigned)

Leonard Krueger (file #064)  
I/A 6/12/95

Robert Matter (file #073)  
A 7/10/95

Patrick Sheehan (file #131)  
I 2/14/95

Virgil Skarvin (file #103)  
I 4/27/95

Paul Verden (file #119)  
D 5/18/95  
D 6/6/95  
I 6/18/93

Russell Verden (file #120)  
D 5/8-9/95  
D 5/24/95  
D 5/25/95  
D 5/26/95  
I 6/17/93  
I 6/22/93  
I 7/1/93  
A 8/4/94  
I 8/11/94

Clarence Winkler (file #122)  
D 5/15/95  
D 6/12/95  
I 6/14/94

## **ATTACHMENT C**

### **PARTIAL CUSTOMER LIST FOR NORTHWESTERN BARREL COMPANY \***

1. Aldrich Chemical, Milwaukee, WI
2. Algoma Foundry & Machine Co., Algoma, WI
3. Algoma Plywood & Veneer, Algoma, WI/Algoma Lumber Co.
4. Allen-Bradley Co., Milwaukee, WI
5. Allied Home Products, Beloit, WI
6. Bendix Corporation, South Bend, IN/Allied Signal
7. Louis Allis Co./Magnatek, Inc, Milwaukee, WI
8. Allis Chalmers, Milwaukee, WI
9. American Motors/Chrysler Corp, Milwaukee, Kenosha, WI; Belvidere, IL
10. Amity Leather, West Bend, WI
11. Ampco Metal, Milwaukee, WI
12. Appleton Coated Papers/Combined Locks Paper, Appleton, WI
13. Armour Leather, Sheboygan, WI/Armour & Co.
14. Artco Printing Ink, Milwaukee, WI
15. Atlas Tannery, Milwaukee, WI
16. U. S. Army
  - Badger Army Ammunition, Baraboo, WI
  - Joliet Army Ammunition, Joliet, IL
17. Badger Paint & Hardware, Milwaukee, WI
18. Baldwin Plywood & Veneer, Gillett, WI
19. Blackhawk Leather, Milwaukee, WI
20. Blackhawk Manufacturing, West Allis, WI
21. Bolens Corp/Bolen Products Div., Port Washington, WI
22. W. H. Brady Co, Chippewa Falls, WI
23. Briggs & Stratton, Milwaukee, WI
24. Bucyrus-Erie, South Milwaukee, WI
25. Carbolineum Wood Preserving, Milwaukee, WI
26. Case Corporation, Racine, WI
27. Charmin, Green Bay, WI/Proctor & Gamble
28. Chicago & NW RR, Chicago, IL
29. Green Bay, WI
30. Manitowoc, WI
31. Milwaukee, WI
32. Oconomowoc, WI

\* Parties listed on this Attachment are the known customers of Northwestern Barrel who sold them drums with residual potentially hazardous wastes; parties appearing on Attachment C but not on Attachment A are either nonviable PRPs, not locatable or generators of extremely small or unknown contributions to the Site.

33. Sheboygan, WI
34. West Allis, WI
35. West Bend, WI
36. Consolidated Water Paper & Power, Wisconsin Rapids, WI
37. Freeman Chemical, Saukville, WI/Cook Composites & Polymers
38. Line Material/Kyle Corp., South Milwaukee, WI/Cooper Power Systems
39. Law Tanning, Milwaukee, WI/Cudahy Tanning, Cudahy, WI
40. Cutler-Hammer, Inc., Milwaukee, WI
41. Deere & Company, Horicon, WI
42. Dupont, Wilmington, DE
43. Eagle Flagg Tannery, Milwaukee, WI
44. F. Eggers Plywood, Two Rivers, WI
45. B. D. Eisendrath, Racine, WI
46. Essential Chemicals/DeSoto/Essential Industries, Milwaukee, WI
47. T. C. Esser Company, Milwaukee, WI
48. Evinrude/OMC, Milwaukee, WI
49. Excel Chemical, Milwaukee, WI
50. Falk Corporation, Milwaukee, WI
51. F. G. Findley Adhesives, Milwaukee, WI
52. Fort Howard Corp, Green Bay, WI
53. Freeman Shoe, Beloit, WI
54. Gallun & Sons, Milwaukee, WI
55. Garton Toy, Sheboygan, WI
56. Gaylord Container, Milwaukee, WI
57. General Motors, Janesville, WI
58. Gebhardt-Vogel Tanning, Milwaukee, WI
59. Geuder, Paschke & Frey, Milwaukee, WI
60. Frank Gill Company, Wisconsin Rapids, WI
61. Gisholt Machine, Madison, WI
62. Glidden Company, Chicago, IL
63. Grede Foundries, Inc., Milwaukee, WI
64. J. Greenebaum Tanning, Milwaukee, WI and Chicago, IL
65. Gugler Lithographic, Milwaukee, WI
66. Hamilton Scientific/Hamilton Mfg., Two Rivers, WI
67. Harley-Davidson, Milwaukee, WI
68. Harnischfeger, Milwaukee, WI
69. Heil Corp., Milwaukee, WI
70. Hein-Werner Corp., Waukesha, WI
71. Wisconsin Paint, Milwaukee, WI/Hentzen Coatings
72. Hercules Powder, Kalamazoo, MI
73. Heresite Protective Coatings, Manitowoc, WI
74. Hydrite Chemical, Milwaukee, WI
75. Inland Steel Products, Milwaukee, WI



76. International Harvester, Milwaukee, WI/Navistar
77. International Printing Ink, Chicago, IL; Cook Paint & Varnish, Hamtramck, MI/BASF
78. Invincible Metal Furniture, Manitowoc, WI
79. Jacobsen Manufacturing Co, Racine, WI
80. Globe Union, Milwaukee, WI/Johnson Controls
81. S. C. Johnson & Son, Racine, WI
82. Jones & Dabny, Hamtramack, MI
83. Kalamazoo Valley Parchment, Kalamazoo, MI
84. Kearney & Trecker Corp., West Allis, WI/Giddings & Lewis, Fond du Lac, WI
85. Kepec Chemical Corporation, Milwaukee, WI
86. Kiekhaefer Mfg., Port Washington/Kiekhaefer Corp, Cedarburg, WI
87. Kimberly-Clark Corp., Neenah, Kimberly, Niagara, WI
88. Klenzade Products, Inc., Beloit, WI
89. Koehring Co., Milwaukee, WI
90. Kohler Company, Kohler, WI
91. Ladish Company, Cudahy, WI
92. J. Laskin & Sons, Milwaukee, WI
93. Lee Paper Co., Vicksburg, MI
94. Leeland Chemicals, Milwaukee, WI
95. Lindsay Paint/RHL Inc., Wausau, WI
96. Marathon Corp., Menasha, WI/Marathon Industries, Wausau, WI
97. Mautz Paint & Varnish, Madison, WI
98. Maysteel Products, Inc., Mayville, WI/Maysteel Corp.
99. Menasha Printing Ink Co., Menasha, WI
100. Geo J. Meyer Manufacturing Co., Cudahy, WI
101. Midland Company, South Milwaukee, WI
102. Midwest Tanning Co., South Milwaukee, WI
103. Miller Brewing Co., Milwaukee, WI
104. J.G. Milligan, Milwaukee, WI; Swift Adhesives, Oak Creek, WI/Reichhold Chemicals, Inc.
105. Milprint, Inc., Oshkosh, WI
106. Milwaukee County, Milwaukee, WI
107. 3M, St. Paul, MN
108. Benjamin Moore & Company, Melrose Park, IL
109. Nekoosa Papers, Inc., Port Edwards, WI/Georgia-Pacific Corp.
110. Nelson Paint, Kingsford, MI
111. Niles Chemical Paint Co., Niles, MI
112. A. P. Nonweiler Co., Oshkosh, WI
113. Nordberg, Inc., Milwaukee, WI
114. Northern Paper, Green Bay, WI/MRC Holdings, Inc.
115. O'Neill Duro Paint, Milwaukee, WI
116. Pabst Brewing Co., Milwaukee, WI
117. Paddock Paints, Milwaukee, WI
118. Patek Bros, Inc., Milwaukee, WI

119. Peavey Paper Mills, Inc., Ladysmith, WI
120. Pfister & Vogel Leather Co., Milwaukee, WI
121. PPG Industries, Inc., Milwaukee, WI
122. Prentiss Wabers Products, Wisconsin Rapids, WI
123. Presto Color, Cudahy, WI
124. Rapco Leather Co., Milwaukee, WI
125. Chain Belt, Milwaukee, WI/Rexnord, Inc.
126. Rockford Paint, Rockford, IL
127. Rockford Varnish, Rockford, IL
128. Roper Stove, Rockford, IL
129. Rosenberg Elevator Co., Milwaukee, WI
130. Fred Reuping Leather Co., Fond du Lac, WI
131. Rway Furniture Co., Sheboygan, WI
132. Marinette Paper Co., Marinette, WI/Scott Paper Co.
133. Menominee Paper Co., Menominee, MI
134. Seidel Tanning Co., Milwaukee, WI
135. Shakespeare Co., Kalamazoo, MI
136. Sherwin-Williams Paint Co., Chicago, IL
137. A. O. Smith Corp., Milwaukee, WI
138. Solar Corporation (Paint & Varnish), Milwaukee, WI
139. Speed Queen Corp., Ripon, WI
140. Square D Company, Milwaukee, WI
141. Sta-Rite Products, Delavan, WI
142. Stolper Steel Products, Menomonee Falls, WI/Stolper Industries
143. Stroh Brewery, Milwaukee, WI
144. St. Paul Railroad Shops., Milwaukee, WI
145. Suhm Company, Inc., Milwaukee, WI
146. Thiele Tanning Co., Milwaukee, WI
147. Thiem Products, Inc., Milwaukee, WI/Beaser East, Inc.
148. Thilmany Pulp & Paper, Kaukauna, WI/International Paper
149. Tousey Varnish, Chicago, IL
150. Trent Tube Co., East Troy, WI
151. Albert Trostel & Sons, Milwaukee, WI
152. Trumble Asphalt, Chicago, IL
153. Upjohn Company, Kalamazoo, MI
154. Vollrath Paint Co., Sheboygan, WI
155. Wagner Iron Works, Milwaukee, WI
156. Wagner Specialty Co., Burlington, WI
157. Waukesha Motor Co., Waukesha, WI
158. Wenthe-Davidson Engineering, Milwaukee, WI
159. West Bend Aluminum, West Bend, WI
160. Western Publishing Co., Racine, WI
161. Kirk White Chemical, Oconomowoc, WI
162. Wisconsin Aluminum Foundry, Manitowoc, WI

- 163. Wisconsin Electric Power Co., Milwaukee, WI
- 164. Wisconsin Leather Co., Milwaukee, WI
- 165. Wisconsin Motor Corp., West Allis, WI
- 166. Wisconsin Solvents & Chemicals, New Berlin, WI
- 167. Milwaukee Solvents & Chemicals Corp, Milwaukee, WI  
or Milwaukee Chemical Products Co., Milwaukee, WI
- 168. Wm. F. Zummach, Inc., Milwaukee, WI/ZPC Industrial Coatings

## **ATTACHMENT D**

### **Statement of Work for the Marina Cliffs/Northwestern Barrel Removal Action South Milwaukee, Wisconsin**

This document presents the Statement of Work (SOW) for conducting a Removal Action, including investigations, at the Site, a 13-acre land parcel located adjacent to Lake Michigan in South Milwaukee, Wisconsin. The work to be performed will be performed in two separate actions — a time-critical and a non-time-critical action.

The major tasks associated with completing the work to be performed are presented in the following two sections:

Section I: Time-Critical Activities

Section II: Non-Time-Critical Activities

#### **I. Time-Critical Activities**

The purpose of the time-critical activities is to address potentially hazardous constituents contained in the two pit areas and the depressed area located at the southeast corner of the Site. A time-critical investigation will be performed to collect site-specific data.

The time-critical activities will consist of the following tasks:

Task 1: Preparation of the Time-Critical Investigation Work Plan

Task 2: Preparation of the Site Health and Safety Plan

Task 3: Implementation of the Time-Critical Investigation Work Plan

Task 4: Preparation of the Time-Critical Technical Memorandum

Task 5: Milestone Meeting

Depending on the decisions reached by U.S. EPA in the Milestone Meeting, the following tasks will also be performed as time-critical removal activities:

- Task 6: Development of the Time-Critical Action Implementation Plan
- Task 7: Time-Critical Action Implementation
- Task 8: Preparation of the Time-Critical Action Documentation Memorandum

Each task is described in greater detail below.

Task 1: Preparation of the Time-Critical Investigation Work Plan

The Respondents will submit to the U.S. EPA (in accordance with the schedule set forth in the Order) for review and approval, the Time-Critical Investigation Work Plan (Investigation Work Plan) that details the technical approach for the performance of the field activities. The study area will include the two pits and the depressed area. The Investigation Work Plan will also include the identification of potential immediate risks, a description of the general time-critical activities including sampling, analysis, and site reconnaissance.

The Investigation Work Plan will include the following:

- A brief summary of related background information and identification of potential immediate risks at the site;
- Details of the available property boundary survey, the planned sampling locations survey, and benchmark placement;
- Description of a specific site-wide reconnaissance to be performed in order to visually review current site conditions, perform qualitative tests, and flag potential location concerns.

- The number, type, and general location of samples to be collected, along with sampling rationale;
- A figure depicting general sample locations.
- Specific analytical and/or physical tests to be performed for each sample collected;
- A streamlined quality assurance plan with appropriate procedures to ensure that the data quality objectives are met; and
- A schedule for performance of the specific tasks to be conducted during the time-critical activities and a discussion of the tasks and project team.

#### Task 2: Preparation of the Site Health and Safety Plan

A site Health and Safety Plan (HSP) will be prepared for the time critical investigation and submitted to the U.S. EPA for review and comment. The HSP will be developed on the basis of site conditions and will be consistent with appropriate regulations and guidance, including the Occupational Safety and Health Administration (OSHA) 29 CFR 1910.120 - Hazardous Waste Operations and Emergency Response, Final Rule, March 6, 1990.

The HSP shall address personnel responsibilities, protective equipment, procedures, protocols, decontamination methods, medical surveillance, routes and maps to local hospitals, and phone numbers of emergency personnel. If U.S. EPA determines that it is appropriate, the plan shall also include contingency planning. Respondents shall incorporate any appropriate and reasonable changes to the plan that are recommended by U.S. EPA. The HSP will be modified, as necessary, for additional site-specific activities conducted at the Site.

### Task 3: Implementation of the Time-Critical Investigation Work Plan

The time-critical investigation will be performed according to the approved Investigation Work Plan. Data acquisition will involve sample location and benchmark surveying activities, semi-quantitative field measurements, sample collection in the two pit areas and in the depressed area, and associated laboratory analyses. The objectives of these activities are to characterize the contents of the three areas, establish the horizontal and vertical extent of the area contents, and review overall site conditions to identify potential imminent hazards, the need for additional site security measures, and locations for future investigation.

Samples collected during the field activities will be transported to an U.S. EPA-approved analytical laboratory strictly following chain-of-custody procedures. Sample locations will be duly noted and documented. The samples will be analyzed to evaluate appropriate methods to manage the waste and to determine possible hazards. All analyses will be conducted in accordance with protocols or procedures specified by the United States Environmental Protection Agency (U.S. EPA) and identified in the streamlined quality assurance plan.

### Task 4: Preparation of the Time-Critical Technical Memorandum

A Time-Critical Technical Memorandum will be prepared and submitted to the U.S. EPA for review and approval. The Technical Memorandum will summarize the results of the time-critical investigation and recommend a plan to address the two pits and the depressed area.

The Technical Memorandum will include the following:

- A summary of results from the site reconnaissance activities;
- A summary of results of the pit and depressed area characterization;
- A recommendation for any necessary, additional time-critical activities and, if any, a conceptual plan and schedule for those activities; and
- A conceptual outline for the Site Evaluation Work Plan.

Task 5: Milestone Meeting

A milestone meeting will be held to discuss the results of the investigation and the recommendations with the U.S. EPA within 14 days of Respondents' submission of the Time-Critical Technical Memorandum. At that time, U.S. EPA will decide whether to include any or all of the three areas as part of the time-critical implementation activities, to require any immediate security measures, or to shift management of the areas into the non-time-critical EE/CA process.

Task 6: Development of the Time-Critical Action Implementation Plan

Depending upon the decision reached by U.S. EPA in the milestone meeting, the Respondents will submit to the U.S. EPA a Time-Critical Action Implementation Plan for review and approval. This Action Implementation Plan will include the following:

- Purpose and objectives of the time-critical activities;
- A summary of results from the time-critical investigation, including estimated volumes and waste characteristics;
- A plan for implementing the time-critical activities to address the contents of the three areas, as appropriate;



- A summary of the design concept;
- A brief discussion of the action's compliance with applicable environmental and public health requirements, including worker safety and bluff stability issues;
- A streamlined quality assurance plan to ensure that the activities will be implemented in accordance with the Time-Critical Action Implementation Plan.

#### Task 7: Time-Critical Action Implementation

The time-critical activities will be implemented in accordance with the approved Time-Critical Action Implementation Plan (described under Task 6).

#### Task 8: Preparation of the Time-Critical Action Documentation Memorandum

Upon completion of the time-critical activities, the Respondents shall submit to the U.S. EPA a Time-Critical Action Documentation Memorandum for review and approval. The Memorandum will summarize the activities conducted to achieve the remedy specified in the approved Time-Critical Action Implementation Plan and any subsequent modifications. At a minimum, the Memorandum will document the time-critical activities undertaken.

## **II. Non-Time-Critical Activities**

The remainder of the site activities and any other activities to address the pits and depressed area, if appropriate and as decided in Task 5, will be conducted following the non-time-critical activities procedures described under the Superfund Accelerated Clean-Up Model (SACM).

The non-time-critical activities to be conducted under the EE/CA process will consist of the following tasks:

- Task 9: Preparation of the Site Evaluation Work Plan
- Task 10: Implementation of the Site Characterization Activities
- Task 11: Preparation of the EE/CA Report

Each task is described in greater detail below.

**Task 9: Preparation of the Site Evaluation Work Plan**

The Respondents shall, within 60 days of the Milestone Meeting, submit the Non-Time-Critical Site Evaluation Work Plan to U.S. EPA for review and approval. This Work Plan will detail the technical approach for site characterization consistent with EE/CA guidance. The study area will include the current Marina Cliffs/Northwestern Barrel site, including the ravine on the north and the beach area immediately east of the property. A property boundary survey and legal description of the site will be included in the Work Plan.

The Work Plan shall also include the following:

- **Site Description and Background Summary** - The Work Plan will present discussions of the site setting, including area geology, hydrogeology, topographic features; operational history; surrounding land use and populations; sensitive ecosystems; and local meteorologic conditions. Previous removal actions and applicable historical data will also be summarized.
- **The number, type, and media (i.e., groundwater, surface water, soil, etc.) of samples to be collected along with rationale** - Sample collection will reflect SACM's integrated assessment approach to support removal action

review and expedite on-site action. The plan will include a focused hydrogeologic investigation.

- Specific analytical tests to be performed for each sample collected - Analytical testing will be performed to meet the data quality objectives consistent with making decisions in support of removal actions. All data analysis will be performed following U.S. EPA direction, approval, and guidance regarding quality assurance/quality control (QA/QC), data validation, and chain-of-custody procedures. The analytical laboratory selected will comply with U.S. EPA guidance.
- Figures depicting general sample locations and property boundaries
- A schedule for performing the various tasks identified as non-time-critical activities

#### Task 10: Implementation of the Site Characterization Activities

After U.S. EPA approval of the Non-Time-Critical Site Evaluation Work Plan, field activities described in the Work Plan will be conducted in accordance with the schedule approved in the Site Evaluation Work Plan. The activities will include developing site access, sample collection in various media with subsequent analysis, and more detailed site surveying.

#### Task 11: Preparation of the EE/CA Report

The data collected in Task 10 will be compiled, reviewed, and evaluated as part of a comprehensive EE/CA Report. The report will include the major components presented in U.S. EPA Guidance on Conducting Non-Time-Critical Removal Actions Under CERCLA (August 1993). This includes:

- Results of the site characterization, including a historical summary and refining conceptual model for the site.

- Streamlined risk assessment focusing on current, reasonable, and likely potential exposures.
- Identification of removal action scope and goals defining the number of issues included in the EE/CA.
- Identification and analysis of removal action alternatives describing appropriate technologies and reviewing them against short- and long-term aspects of effectiveness, feasibility of implementation, and cost.
- Comparative analyses of alternatives presenting a thorough side-by-side review of the removal alternatives to evaluate relative effectiveness.

The EE/CA Report will be available for public comment after approval by the U.S. EPA.

U.S. EPA ADMINISTRATIVE RECORD  
REMOVAL ACTION  
MARINA CLIFFS BARREL DUMP  
SOUTH MILWAUKEE, WISCONSIN  
ORIGINAL  
05/30/95

DOC#	DATE	AUTHOR	RECIPIENT	TITLE/DESCRIPTION	PAGES
=====	=====	=====	=====	=====	=====
1	01/19/89	Ecology and Environment, Inc.	U.S. EPA	Screening Site Inspection Report	36
2	03/21/91	Even, K. and Rautmann, D.; Northern Environmen- tal	Young, J., Towne Realty, Inc.	Letter re: Environmental Assessment w/Attachments	95
3	08/00/91	Chemical Waste Management, Inc.	Towne Realty	Project Summary Report: Drum Remediation	220
4	04/17/95	Lavis, B., U.S. EPA	Muno, W., U.S. EPA	Action Memorandum: Request for a Time Critical Removal Action	15

U.S. EPA ADMINISTRATIVE RECORD  
REMOVAL ACTION  
MARINA CLIFFS BARREL DUMP  
SOUTH MILWAUKEE, WISCONSIN  
UPDATE #1  
05/30/95

DOC# =====	DATE =====	AUTHOR =====	RECIPIENT =====	TITLE/DESCRIPTION =====	PAGES =====
1	01/12/95	Ecology and Environment, Inc.	U.S. EPA	Site Assessment Report	61

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 5**

IN THE MATTER OF:	) Docket No. V-W-95-C-313
	)
MARINA CLIFFS /NORTHWESTERN	) ADMINISTRATIVE ORDER
BARREL SITE, SOUTH MILWAUKEE,	) PURSUANT TO SECTION 106(a)
WISCONSIN	) OF THE COMPREHENSIVE
	) ENVIRONMENTAL RESPONSE,
Respondents:	) COMPENSATION, AND LIABILITY
	) ACT OF 1980, AS AMENDED,
PARTIES LISTED ON MARINA	) 42 U.S.C. § 9606(A)
CLIFFS PRP SERVICE LIST	)
(ATTACHMENT A)	)

**AMENDMENT TO ADMINISTRATIVE ORDER FOR REMOVAL  
AND ADDITIONAL INVESTIGATION**

On October 3, 1995, the United States Environmental Protection Agency ("EPA") issued the above-captioned Order (the "Order") requiring the Respondents listed on Attachment A attached thereto to perform a removal action in connection with the property located in the City of South Milwaukee, Milwaukee County, Wisconsin, known as the Marina Cliffs Site ("Site"). Respondents were also required to conduct additional investigation to determine if any further removal action would be required at the Site.

Respondents who joined the Potentially Responsible Party ("PRP") group notified the EPA in writing of their unequivocal intention to comply with the terms of the October 3, 1995, Order and to date have been performing the actions required by said Order as modified from time by written communications from the On-Scene Coordinator ("OSC").

Since issuance of the Order, EPA has identified additional parties who are potentially responsible for the toxic contamination at the Site and has developed further information regarding parties to whom the October 3, 1995 Order was issued. This Amendment to the Order is intended to incorporate into the above-captioned Order revisions to Attachments A, B and C to the Order based on this additional information. Essentially, the Amendment places responsibility for compliance with this Order on some additional Respondents and removes such responsibility from others listed in the original Attachment. Because new parties have been added to Attachment A, a copy of the Order issued October 3, 1995, is included for easy reference.

A copy of this Amendment to the Order will be provided to the State of Wisconsin.

Accordingly, the above-captioned Order is amended as follows:

**1. PARTIES BOUND**

This Order applies to and is binding upon the Respondents listed in Revised Attachment A, their receivers, trustees, successors, and assigns. Any change in ownership or corporate status of Respondents including, but not limited to, any transfer of assets or real or personal property shall not alter such Respondents' responsibilities under this Order. Respondents are jointly and severally liable for carrying out all activities required by this Order. Compliance or noncompliance by one or more Respondents with any provision of this Order shall not excuse or justify noncompliance by any other Respondent.

Respondents shall ensure that their contractors, subcontractors, and representatives comply with this Order. Respondents shall be responsible for any noncompliance with this Order by their contractors, subcontractors, and representatives.

**2. NOTICE OF INTENT TO COMPLY**

Respondents shall notify EPA in writing within 15 calendar days after the effective date of this Amendment to the Order of each Respondent's irrevocable intent to comply with this Order. Failure of any Respondent to provide such notification within this time period shall be a violation of this Order. Respondents who have already signified their intent to comply with the Order issued October 5, 1995, by joining the existing PRP group need not reaffirm such intent to comply. Parties newly added to Attachment A may comply with this paragraph by joining the existing PRP group.

**3. OPPORTUNITY TO CONFER**

Respondents who did not appear on the original Attachment A may, within 10 days after the date this Amendment to the Order is signed, request a conference with EPA to discuss this Amendment. Requests for the conference should be directed to Debora Dawley, Enforcement Specialist at (312) 886-7179 or Dorothy Attermeyer, Associate Regional Counsel at (312) 886-5312. Telephonic requests should be confirmed in writing to:

Ms. Debora Dawley (SE-5J)  
U. S. Environmental Protection Agency  
77 West Jackson Boulevard  
Chicago, Illinois 60604

If requested, this conference shall occur on April 4, 1996, at 77 West Jackson Boulevard, Chicago, Illinois.



ATTACHMENT A (REVISED March 14, 1996)

## MARINA CLIFFS PRP (RESPONDENT) SERVICE LIST

**A. The following entities are persons who at the time of disposal of any hazardous substance owned or operated the Marina Cliffs Site (or are successors in interest to such persons):**

1. **Trilla Cooperage, Inc./Trilla Steel Drum, Inc.**  
**2959 W. 47th Street**  
**Chicago, IL 60632**

**B. The following entities are persons who arranged to dispose of hazardous substances at the Marina Cliffs Site:**

- 1. Advance Cleaning Products, Inc.  
3841 W. Wisconsin Ave.  
Milwaukee, WI 53206**

2. **Allen-Bradley Company, Inc.**  
**Attn: Jerome E. Vogel, Adm. Law Dept.**  
**1201 S. Second St.**  
**Milwaukee, WI 53204-2498**

3. **Allied Signal Corporation**  
**Attn: Pamela J. Cissek**  
**Senior Counsel - Environment**  
**101 Columbia Avenue**  
**P. O. Box 2245**  
**Morristown, NJ 07962-2245**

- 4. The Louis Allis Company                      AND                      MagnaTek, Inc.**  
**427 E. Stewart    26 Century Blvd.**  
**Milwaukee, WI 53207                                Nashville, TN 37214**

5. **Chrysler Corporation**  
**Attn: James Bloom**  
**Office of Legal Counsel**  
**2301 Featherstone Road**  
**Auburn Hills, Mich 48326-2808**

6. **Ampco Metal Company, Inc.**  
1745 S. 38th Street  
P. O. Box 2004  
Milwaukee, WI 53201
7. **Appleton Coated Papers/Combined Locks Paper Co.**  
C/O Appleton Papers Inc.  
Attn: Benjamin Mieliulis, Environmental Counsel  
825 E. Wisconsin Avenue  
Appleton, WI 54911-1703
8. **Armour and Company**  
Attn: Kenneth M. Ries, Director, Environment & Energy  
Dial Tower  
1850 N. Central Avenue  
Phoenix, AR 85004-2212
9. **Badger Paint & Hardware**  
c/o Household International  
2700 Sanders Road  
Prospect Heights, IL 60070
10. **Benlo Chemicals**  
c/o Hydrite Chemicals  
Attn: David J. Mueller  
300 N. Patrick Blvd.  
Brookfield, WI 53045  
Drawer #0948  
Brookfield, WI 53008-0948
- AND** **Benlo Chemicals**  
c/o Benlo Industries  
Attn: Kenneth Michaels  
Coldwell Bankers Real Estate  
4559 N. Oakland Avenue  
Milwaukee, WI 53211
11. **Blatz Brewing Company**  
c/o G. Heileman Brewing Company, Inc.  
Attn: Randy J. Smith  
9399 W. Higgins Road, Ste. 700  
Rosemont, IL 60018
12. **Bolens Corporation**  
c/o GWE Environmental Service  
Garden Way, Inc.  
102nd St. & 9th Avenue  
Troy, N.Y. 12180
- AND** **Bolens Products**  
FMC Corp.  
Attn: John Stillmun, Esq.  
1735 Market Street  
Philadelphia, PA 19103

13. **W. H. Brady Company**  
**6555 W. Good Hope Road**  
**P. O. Box 571**  
**Milwaukee, WI 53201-0571**
14. **Briggs & Stratton Corp.**  
**Attn: Patricia M. Hanz**  
**12301 West Wirth Street**  
**Wauwatosa, WI 53222-2110**  
**P. O. Box 702**  
**Milwaukee, WI 53201-0702**
15. **Bucyrus-Erie Company**  
**Attn: Russell Hutchison**  
**1100 Milwaukee Avenue**  
**P. O. Box 500**  
**South Milwaukee, WI 53172**
16. **Case Corporation**  
**David G. Mueller, Corporate Counsel**  
**700 State Street**  
**Racine, WI 53404-3343**
17. **Caterpillar, Inc.**  
**Attn: D. E. Howe, Senior Attorney**  
**Administration Building**  
**100 NE Adams Street**  
**Peoria, IL 61629**
18. **Proctor & Gamble**  
**Attn: David E. Ross, Legal Division**  
**One Proctor & Gamble Plaza**  
**Cincinnati, Ohio 45202**
19. **Union Pacific Railroad Company**  
**Attn: Thomas Greenland, Environmental Counsel**  
**1416 Dodge Street**  
**Omaha, Nebraska 68179-0001**

20. **Clark Equipment Company**  
**Donald W. Commons, Esq.**  
**Clark-Hurth Components**  
**1293 Glenway Drive**  
**Statesville, NC 28677-7804**
21. **Consolidated Papers Inc.**  
**Attn: Carl H. Wartman**  
**First Avenue North**  
**P. O. Box 8050**  
**Wisconsin Rapids, WI 54495-8050**
22. **Cook Composites & Polymers Co.**  
**217 Freeman Drive**  
**Port Washington, WI 53074**
23. **Cooper Power Systems**  
**Div. of Cooper Industries**  
**Attn: Willette Lemelle**  
**1001 Fannin, Ste. 4000**  
**Houston, TX 77002**  
**P. O. Box 4446**  
**Houston, TX 77210**
24. **Cudahy Tanning Co., Inc.**  
**Attn: Rolf Reineck, Plant Engineer**  
**5043 So. Packard Avenue**  
**Cudahy, WI 53110**  
**Law Tanning**  
**AND 1616 W. Pierce Street**  
**Milwaukee, WI 53204**
25. **Cutler-Hammer, Inc.**  
**4201 N. 27th Street**  
**Milwaukee, Wisconsin 53216**
26. **Deere & Company**  
**Attn: Kathleen R. Gibson, Senior Attorney**  
**John Deere Road**  
**Moline, IL 61265-8098**

27. E. I. DuPont de Nemours & Company  
DuPont Chemical Legal Dept.  
Attn: Patricia McGee  
Room D - 8065  
1007 Market Street  
Wilmington, DE 19898
28. Easterday Paint & Chemical Co.  
1306 E. Bolivar Avenue  
Milwaukee, WI 53235
29. Essential Chemicals Co.  
C/O Essential Industries  
5906 N. Port Washington Road  
Milwaukee, WI
- Essential Chemicals Co.  
AND C/O DeSoto, Inc.  
16750 S. Vincennes Road  
South Holland, IL 60473
30. T. C. Esser Company  
C/O Lawrence Esser  
8186 Lake View Road  
Fond du Lac, WI 54935
31. Evinrude Motors  
c/o OMC Corp.  
Attn: Mary Beth Flowers  
100 Seahorse Drive  
Waukegan, IL 60085-2195
32. The Falk Corporation  
c/o Sunstrand Corporation  
4949 Harrison Avenue  
P. O. Box 7003  
Rockford, IL 61125-7003
33. F. G. Findley Adhesives, Inc.  
11320 Watertown Plank Road  
Wauwatosa, WI 53226-3434
34. Fort Howard Corporation  
Attn: Mark S. Reimer, Attorney  
1919 S. Broadway St.  
Green Bay, Wisconsin 54304-4905  
P. O. Box 19130  
Green Bay, WI 54307-9130

35. **General Motors Corp.**  
**Linda Bentley, Legal Assistant**  
**Mail Code 482 112 149**  
**3044 W. Grand Blvd.**  
**Detroit, MI 48170**
36. **The Glidden Company**  
**Attn: Robert R. Kovalak, Manager, Environmental Affairs**  
**925 Euclid Avenue, Ste. 900**  
**Cleveland, OH 44115**
37. **Grede Foundries, Inc.**  
**1320 S. First Street**  
**Milwaukee, WI 53204**
38. **Hamilton Manufacturing Company**  
**C/O Fisher Scientific International**  
**1316 18th Street**  
**Two Rivers, WI 54241**
39. **Harley-Davidson, Inc.**  
**11700 West Capitol Drive**  
**Milwaukee, WI 53201**  
**P. O. Box 544**  
**Milwaukee, WI 53201-0554**
40. **Harnischfeger Industries, Inc.**  
**13400 Bishops Lane**  
**Brookfield, WI 53005**  
**P. O. Box 554**  
**Milwaukee, WI 53201-0554**
41. **Heil Corporation**  
**205 Bishops Way, Ste. 201**  
**Brookfield, WI 53004**
42. **Hein-Werner Corporation**  
**Attn: James A. Wilke, Atty.**  
**2120 Pewaukee Road**  
**Waukesha, WI 53187**

43. Hentzen Coatings, Inc.  
6937 W. Mill Rd.  
Milwaukee, WI 53218-1225
44. Hercules, Incorporated  
Attn: Amy Cohen  
Hercules Plaza  
1313 N. Market Street  
Wilmington, DE 19894-0001
45. Heresite Protective Coatings, Inc.  
822 S. 14th Street  
Manitowoc, Wisconsin 54220
46. Hydrite Chemical Co.  
Attn: David J. Mueller  
300 N. Patrick Blvd.  
Brookfield, WI 53045  
Drawer #0948  
Brookfield, WI 53008-0948
47. Navistar International Transportation Co.  
Attn: Michael A. Jarrick, Senior Counsel  
455 N. Cityfront Plaza Drive, 13th Flr.  
Chicago, IL 60611
48. International Printing Ink/Cook Paint & Varnish  
C/O BASF  
Attn: Doug Martin  
3000 Continental Drive North  
Mount Olive, New Jersey 07828-1234
49. Jacobsen, Division of Textron, Inc.  
Attn: Jamieson M. Schiff, Environmental Counsel  
40 Westminster Street  
Providence, RI 02903
50. Johnson Controls, Inc.  
5757 N. Green Bay Avenue  
P. O. Box 591  
Milwaukee, WI 53201-0591

51. S. C. Johnson & Son, Inc.  
Attn: Gary A. Krieger, Legal Counsel  
1525 Howe Street  
Racine, WI 53403-5011
52. Kearney & Trecker Corporation  
c/o Giddings & Lewis, Inc.  
Attn: Joanne S. Mack  
142 Doty Street  
P. O. Box 590  
Fond du Lac, WI 54936-0590
53. Kepec Chemical Corporation  
c/o Henkel Corporation  
Attn: Juliette Richter  
2200 Renaissance Blvd.  
Gulph Mills, PA 19406
54. Kimberly Clark Corporation  
Attn: Marcy Cowan  
1400 Holcomb Bridge Road  
Roswell, GA 30076-2199
55. Kohler Company  
Attn: James Kieckhefer  
444 Highland Drive  
Kohler, Wisconsin 53044
56. Ladish Company, Inc.  
Attn: Wayne E. Larson, General Counsel  
5481 S. Packard Avenue  
P. O. Box 8902  
Cudahy, WI 53110
57. Marathon Corporation  
c/o MRC Holdings, Inc. (see also #70)  
300 St. Paul Place  
Baltimore, MD 21202
58. Mautz Paint & Varnish Company  
939 E. Washington Ave.  
P. O. Box 7068  
Madison, WI 53703



59. **Maysteel Products, Inc.**  
**C/O Everett Smith Investment Co. (see also #88)**  
**Attn: Thomas F. Clasen, Esq.**  
**800 N. Marshall Street**  
**Milwaukee, WI 53202**
60. **Menasha Printing Ink Co. (see also #86) Menasha Printing Ink Co.**  
**c/o Sequa Corporation** **AND c/o Sun Chemical Corporation**  
**135 W. Lake Street** **750 Third Avenue**  
**Northlake, IL 60164-2427** **New York, NY**
61. **Miller Brewing Company**  
**Attn: Garrett W. Reich**  
**3939 W. Highland Blvd.**  
**P. O. Box 0482**  
**Milwaukee, WI 53201-0482**
62. **J. G. Milligan & Co.**  
**c/o Reichhold Chemicals, Inc.**  
**Attn: Daniel Uyesato**  
**2400 Ellis Road**  
**Durham, NC 27703**
63. **Milprint, Inc.** **AND Colonial Heights Packaging, Inc.**  
**Attn: Howard Hofmeister** **c/o Nancy Peterson**  
**2451 Badger Avenue** **Quarles & Brady**  
**Oshkosh, WI** **411 E. Wisconsin Ave.**  
**P. O. Box 2968** **Milwaukee, WI 53202-4497**  
**Oshkosh, WI 54903-2968**
64. **Minnesota Mining & Manufacturing Co. (3M)**  
**Attn: Brian Davis, OGC**  
**3M Center Building**  
**P. O. Box 33428**  
**St. Paul, MN 55133**
65. **Benjamin Moore & Company**  
**Attn: John Rafferty, Secty & GC**  
**51 Chestnut Ridge Road**  
**Montvale, NJ 07645-1862**

66. **Nekoosa Papers Inc.**  
Attn: Ronald T. Allen, Chief Counsel, Water  
c/o Georgia Pacific Corp.  
133 Peachtree Street, N.E.  
P. O. Box 105605  
Atlanta, GA 30348-5605
67. **Nelson Paint**  
Attn: George McGillivray, Plant Manager  
P. O. Box 2040  
Kingsford, Michigan 49802-2040  
One Nelson Drive  
Kingsford, MI 49801-4561
68. **A. P. Nonweiler Co.**  
3321 N. Shore Drive  
P. O. Box 1007  
Oshkosh, WI 54902
69. **Nordberg, Inc.**  
Attn: Jeff W. Verberne  
3073 Chase Ave.  
P. O. Box 383  
Milwaukee, WI 53201
70. **Northern Paper**  
Attn: G. William Parker  
C/O MRC Holdings, Inc.  
300 St. Paul Place  
Baltimore, MD 21202
71. **Pabst Brewing Company**  
Attn: Eugene J. Toler, Corporate Legal Counsel  
100 Shoreline Hwy  
Bldg. B, Suite 395  
Mill Valley, CA 94941
72. **Pfister & Vogel Leather Co.**  
1531 N. Water Street  
Milwaukee, WI 53202

73. PPG Industries, Inc.  
Attn: Joseph Karas, Law Dept.  
One PPG Place  
Pittsburgh, PA 15272
74. Research Products Company  
1015 E. Washington Avenue  
Madison, WI 53703-2999
75. Rexnord Corporation  
Attn: Aaron L. Hardt  
4695 West Greenfield Ave.  
Rexnord Building 4  
Milwaukee, WI 53214
76. Sherwin-Williams Company  
Attn: Donald J. McConnell, Environmental Counsel  
101 Prospect Avenue, N.W.  
Cleveland, OH 44115-1075
77. A. O. Smith Corporation  
Corp HQ Law Department  
Attn: Ken Anselment  
11270 West Park Place  
Milwaukee, WI 53224  
P. O. Box 23973  
Milwaukee, WI 53223-0973
78. Speed Queen Corporation  
c/o Raytheon Company  
Attn: Jeffrey B. Axelrod, Attorney  
Office of the General Counsel  
141 Spring Street  
Lexington, Massachusetts 02173
79. Square D Company  
c/o Groupe Schneider  
1415 S. Roselle Road  
Palatine, IL 60067-7399

80. Joseph Schlitz Brewing Co.  
c/o Stroh Brewery Corp.  
100 River Place  
Detroit, MI 48207
81. Chicago, Milwaukee and St. Paul Railroad  
c/o CMC Heartland Partners                      AND c/o Soo Line Railroad Co.  
Attn: Charles Harrison, Esq.                      Attn: Glenn Olander-Quamme  
347 W. Jackson Blvd., Ste. 1510                      P. O. Box 530  
Chicago, IL 60661                      Minneapolis, MN 55440  
P. O. Box 6205  
Chicago, IL 60680-6205
82. Suhm Company, Inc.  
C/O David Suhm  
W131 S6471 Kipling Drive  
Muskego, WI 53150
83. Thiele Tanning Company  
Attn: Helmuth M. Thiele, Jr.  
123 North 27th Street  
Milwaukee, WI 53208
84. Thiem Automotive Division  
C/O Beazer East, Inc.  
Attn: Robert M. Lucas, Esq.  
436 Seventh Avenue, 10th Floor  
Pittsburgh, PA 15219
85. Thilmany Pulp and Paper Co.  
Division of International Paper  
Attn: Steven J. Ginski, Esq.  
International Place I  
6400 Poplar Avenue  
Memphis, TN 38197
86. Tousey Varnish  
c/o Sequa Corporation                      AND Tousey Varnish  
135 W. Lake Street                      c/o Sun Chemical Corporation  
Northlake, IL 60164-2427                      750 Third Avenue  
New York, NY

87. Trent Tube Co.  
2015 Energy Dr.  
P. O. Box 77  
East Troy, WI 53120-0077
88. Albert Trostel & Sons Co.  
C/O Everett Smith Investment Company, Ltd of Delaware  
Attn: Thomas F. Clasen, Esq.  
800 N. Marshall Street  
Milwaukee, WI 53202  
P. O. Box 743  
Milwaukee, WI 53201-0743
89. Vollrath Company  
Attn: Martin Crneckiy  
1236 N. 18th Street  
Sheboygan, WI 53081
90. Waukesha Engine Company  
c/o Dresser Industries, Inc.  
Attn: LeRoy L. DeNooyer  
2001 Ross Avenue  
Dallas, TX 75201
91. Western Publishing Company, Inc.  
Attn: Roman I. Chojnacki  
1220 Mound Avenue  
Racine, WI 53404
92. Wisconsin Electric Power Company  
Attn: James D. Zakrajscheck, Counsel  
231 W. Michigan Street  
P. O. Box 2046  
Milwaukee, WI 53201-2046
93. Wisconsin Solvents & Chemicals  
C/O Chem Central Corporation  
2400 S. 170th Street  
New Berlin, Wisconsin 53151

**94. ZPC Industrial Coatings/Nublud Corp.**  
**C/O Walter A. Botsford**  
**1303 43rd Street**  
**Kenosha, WI 53140**

## **APPENDIX B:**

### **1998 Administrative Order**



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 5  
77 WEST JACKSON BOULEVARD  
CHICAGO, IL 60604-3590

JUL 25 1988

REPLY TO THE ATTENTION OF  
**Marina Cliffs/Northwestern  
Barrel Site**

**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

Re: Marina Cliffs/Northwestern Barrel Site, South Milwaukee,  
Milwaukee, Wisconsin

Dear Sir or Madam:

Enclosed please find a unilateral Administrative Order issued by the U.S. Environmental Protection Agency ("U.S. EPA") under Section 106 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 ("CERCLA"), 42 U.S.C. Section 9601, et seq.

Please note that the Order allows an opportunity for a conference if requested within 3 business days after issuance of the Order, or if no conference is requested, an opportunity to submit comments within 7 business days of issuance of the Order.

If you have any questions regarding the Order, feel free to contact Thomas Krueger, Assistant Regional Counsel, at (312) 886-0562 or Sam Borries, On-Scene Coordinator, at (312) 353-2886.

Sincerely yours,

William E. Muno, Director  
Superfund Division

Enclosure

cc: State Agency Superfund Coordinator



## Region 5

Respondents:

Docket No.

ADMINISTRATIVE ORDER  
PURSUANT TO SECTION 106(a)  
OF THE COMPREHENSIVE  
ENVIRONMENTAL RESPONSE,  
COMPENSATION, AND  
LIABILITY ACT OF 1980,  
AS AMENDED, 42 U.S.C.  
SECTION 9606(a)

This Order is issued pursuant to the authority vested in the President of the United States by Section 106(a) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9606(a), and delegated to the Administrator of the United States Environmental Protection Agency ("U.S. EPA") by Executive Order No. 12580, January 23, 1987, 52 Federal Register 2923, and further delegated to the Regional Administrators by U.S. EPA Delegation Nos. 14-14-A and 14-14-B, and to the Director, Superfund Division, Region 5, by Regional Delegation Nos. 14-14-A and 14-14-B.

This Order pertains to the Marina Cliffs/Northwest Barrel Site, consisting of approximately 18 acres located at the shoreline bluffs of Lake Michigan in the City of South Milwaukee, Milwaukee County, Wisconsin (42° 53' 92"N, 87° 50' 85"W). The site is bordered on the west by 5th Avenue and on the east by Lake Michigan. The southern boundary is a roadway that ends in a lakeside dock and the northern boundary is the City of South Milwaukee Waste Water Treatment Plant property. This Order requires the Respondents to conduct removal activities described herein to abate an imminent and substantial endangerment to the public health, welfare or the environment that may be presented by the actual or threatened release of hazardous substances at or from the Site.

U.S. EPA has notified the State of Wisconsin of this action pursuant to Section 106(a) of CERCLA, 42 U.S.C. § 9606(a).

## II. PARTIES BOUND

This Order applies to and is binding upon Respondents and Respondents' receivers, trustees, successors and assigns. Any change in ownership or corporate status of Respondents including, but not limited to, any transfer of assets or real or personal property shall not alter such Respondents' responsibilities under this Order. Respondents are jointly and severally liable for carrying out all activities required by this Order. Compliance or noncompliance by one or more Respondents with any provision of this Order shall not excuse or justify noncompliance by any other Respondent.

Respondents shall ensure that their contractors, subcontractors, and representatives comply with this Order. Respondents shall be responsible for any noncompliance.

## III. FINDINGS OF FACT

Based upon available information, including the Administrative Record in this matter, U.S. EPA finds that:

- A. The Marina Cliffs Site is a former barrel reconditioning facility located on an 18-acre parcel of land on the shoreline bluffs of Lake Michigan in the City of South Milwaukee, Milwaukee County, Wisconsin (42° 53' 92"N, 87° 50' 85"W). The bluffs rise approximately 50 to 60 feet above the sand beach of Lake Michigan. The site is bordered on the west by 5th Avenue and on the east by Lake Michigan. The southern boundary is a roadway that ends in a lakeside dock. The north boundary is bordered by the City of South Milwaukee Waste Water Treatment Plant.
- B. The heavily wooded ravine and lake bluff areas contain 55-gallon barrels/drums or other various sized containers that appear to be either filled/partially filled or empty of potentially hazardous materials. In addition to the containers, waste piles/disposal areas of debris, cinders, and suspected waste paint materials are evident along the slopes of the ravine. Containers are exposed or partially exposed along the lake bluff and slopes of the ravine. Most of the visible containers on the lake bluff can be seen along the toe of the slope. However, visible containers can be found one-half to three-quarters of the way up the lake bluff. The lake bluff and ravine appear to be subject to ongoing erosion and slumping of slope soils.
- C. The area around the site is primarily residential. It

is bordered on the south and west sides by apartments and condominiums. Lake Michigan is located to the east and the South Milwaukee Waste Water Treatment Plant to the north.

- D. In 1941, the Northwestern Barrel Company acquired title to the Site from the Pfister & Vogel Leather Company, and commenced barrel recycling and reconditioning activities at that time. Prior to 1941, the Site had been used as a leather treatment/tanning facility. The Northwestern Barrel Company operated on the Site from approximately 1941 to the mid 1960s. Its operations included the on-site handling, washing, and refurbishing of steel drums and wood barrels.
- E. The Northwestern Barrel Company was owned by Theodore Verden. Mr. Verden sold the property on which the barrel operation was located to Daniel Drobac and Donald Margolis in June 1965 and the Northwestern Barrel Company to Lester Trilla of Trilla Cooperage, Inc. in Chicago. Margolis quit-claimed his interest in the site to Daniel Drobac in September 1965. Drobac then conveyed the site to U.S. Equities on November 12, 1965. Drobac family members were officers of U.S. Equities. The property was subdivided on May 13, 1966, with part going to Store Equipment, Inc. through the Marina Cliffs Joint Venture (a venture for which the interests were held by the Drobac, Levy and Demos families), part going to the Drobac Investment Co., Inc. and part staying with U.S. Equities. Eventually, all the parcels were held by the Estate of Nicholas Demos, with no other intervening owners. Northern Trust was a co-executor of the Demos Estate and it conveyed, by executor's deed, the estate's interest in the property to Unicare Development Corp. in 1972. Unicare Development transferred title to the current owner, Towne Realty, in 1982.
- F. The Northwestern Barrel Company operated in nearby Oak Creek, Wisconsin, as a Division of Trilla Cooperage, Inc. until 1970 when it became part of the Northwestern Drum Company. The assets of Northwestern Drum were purchased by Mid-America Steel Drum in 1975 which continues the barrel reconditioning operation at the Oak Creek location.
- G. In 1988, the U.S. Environmental Protection Agency (EPA) Field Investigation Team (FIT) conducted a Site Inspection ("SI") giving the Site a high priority designation. Elevated concentrations of PCBs, chromium, and lead were present in soil samples taken at certain locations. Low levels of chlorinated

hydrocarbons and heavy metals were quantified in certain surface water samples.

- H. In 1990 and 1991, Towne Realty's contractor, Chemical Waste Management, Inc., ENRAC Division, performed a partial removal action. It excavated a pit area (Pit 01) and disposed of the contents in one hundred five (105) 55-gallon drums at the Chemical Waste Management Landfill in Emelle, Alabama. An additional one hundred forty seven (147) 30-gallon burnable barrels were removed from the Site and sent to that landfill. Twenty-four (24) cubic yards of crushed empty drums were sent to the Parkview Landfill in Menominee Falls, Wisconsin.
- I. On December 7, 1994, the Region 5 Technical Assistance Team (TAT), the On-Scene Coordinator (OSC), the Site Assessment Manager (SAM), and a representative of WDNR met at the Site to collect samples and to document Site conditions. Approximately fifty (50) rusted 55-gallon barrels, or portions thereof, could be observed. The drums were located on top of the bluff and at the base of the ravine. Some of the drums were empty and some contained residual materials. The history of the drums is unknown. In some areas there was an orange and/or green substance covering the soil.
- J. Storm water runoff travels through the bottom of the ravine bordering the Site on the north and empties into Lake Michigan. Two pits were observed in December 1994. Both pits were fenced and contained a dark, oily sludge-like material. The TAT collected two sludge samples from the pits, two oil samples (one adjacent to the pits and one on the bluffs), one drum sample, and two background samples. One pit sample contained PCB (Aroclor 1254) in concentrations of 197 ppm.
- K. A time-critical response action was conducted as an Enforcement Action funded by parties complying with an October 3, 1995, UAO, Docket No. V-W-'95-C-313. The UAO directed the respondents to conduct removal actions in two stages: time-critical and non-time-critical actions. The time-critical action was conducted to address two pit areas and a depressed area located at the southeast corner of the Site. The remainder of the Site and any additional work to be conducted at the pits and depressed area are to be identified and addressed through non-time-critical actions under the EE/CA. Sample collection and analysis revealed levels of lead and PCBs above U.S. EPA removal action criteria in soils and waste materials within the Ravine and Lake Bluff areas.

- L. On November 4, 1996, certain of the potentially responsible parties, with U.S. EPA oversight, performed a time-critical removal action to excavate and stockpile pit materials for treatment and disposal and evaluate the remaining Site conditions. Approximately 5,000 yards of pit material were excavated and stockpiled for treatment and disposal between November 4 and December 17, 1996. Approximately 27,000 gallons of wastewater were shipped off-Site as part of this work phase. Additional work conducted at this time included test pit excavations along the beach, additional surface soil sampling in areas of potential concern, additional subsurface soil sampling in areas of potential concern, surface water sampling, and collection of soil samples from the northern pit area.
- M. On July 24, 1997, a perimeter fence was constructed to restrict access to the working and highly contaminated areas. On August 27, 1997, warning signs were posted approximately every 50 feet along the perimeter fence and approximately every 100 feet along the Lake Michigan beachfront.
- N. On-Site solidification/stabilization and off-Site disposal of waste materials was initiated in early June and completed on October 21, 1997. Waste materials treated and/or disposed of off-Site during completion of tasks associated with the original action memo totaled approximately 55,000 gallons of wastewater, 7,500 tons of stabilized waste materials, and 750 tons of untreated waste materials which were sent off-Site to a treatment and disposal facility.
- O. While conducting oversight of disposal activities during October 14-17, 1997, the U.S. EPA OSC, a Wisconsin Department of Natural Resources (WDNR) representative, and a Superfund Technical Assessment and Response Team (START) member performed a removal site assessment of the lake bluff and ravine areas. A Preliminary Ecological Assessment, which consisted of reviewing existing data, was conducted by a United States Fish and Wildlife Service biologist. The ravine and lake bluff areas were further evaluated for removal activities because of the eroding nature of side slopes and the actual and potential release of Site contaminants. Contaminants at varying levels were discovered to be present in the ravine and lake bluff areas as part of the October 17, 1997, site assessment.
- P. A visual survey of the ravine and lake bluff area revealed a heavily wooded/overgrown ravine and lake

bluff containing 55-gallon barrels/drums or other various sized containers that are filled/partially filled or empty of potentially hazardous materials. In addition to the containers, waste piles/disposal areas of debris, cinders, and suspected waste materials are evident along the slopes of the ravine.

- Q. Waste materials appear to be intermixed among outcroppings of building debris and waste along the south bank of the ravine. The building debris is presumed to have resulted from the demolition of Site buildings which debris was filled into the ravine. The building debris is mostly located along the western half of the ravine. Other areas of the ravine have waste materials and drum outcroppings along the upper and lower portions of the ravine slope which are highly susceptible to erosion.
- R. The area along the lake bluff revealed a length of approximately 225 feet which has visible drum carcasses, containers, and other materials exposed or partially exposed on the bluff slope.
- S. The ravine area has approximately 600 running feet which has visible materials of potential concern. As mentioned above, the western half of the ravine has a great deal of apparent building debris intermixed with containers and waste materials. This material outcrops in the creek up to approximately 20-25 feet. The eastern half of the ravine has less building debris but more containers and waste material. The material observed in this half of the ravine ranges from 6-8 inches thick on the side of the slope to outcroppings of waste materials between 5-7 feet thick or more in localized areas.
- T. Various site documents report samples for lead and other compounds to be present in concentrations ranging from non-detect to the elevated concentrations stated below. Many of the samples were collected for analysis from discrete visually contaminated or suspected contaminated areas and are not indicative of the levels of contamination of the Site as a whole. The PRP contractor's results indicate total lead concentrations of 5,000 mg/kg, 112,000 mg/kg, and 46,300 mg/kg in samples SS-R-04, SS-R-05, and SS-R-13 respectively. The DHFS samples collected from bluff outcroppings reveal total lead concentrations of 37,100 mg/kg, 49,800 mg/kg, 90,600 mg/kg, 114,000 mg/kg, 370,000 mg/kg in samples SM-SS-10, SM-SS-11, SM-SS-28, SM-SS-29, and SM-SS-30, respectively.

- U. During the U.S. EPA Site assessment, nine samples were collected from the lake bluff and ravine areas and analyzed for PCBs, total metals and TCLP metals as appropriate. Sampling locations were selected from soils surrounding containers, waste materials (i.e., cinders, debris, discolored soils, etc.) and drums or containers. The highest concentration sample results indicate total chromium at 2,300 mg/kg in lake bluff sample EPA-03 and 1,300 mg/kg in ravine sample EPA-03, 21,000 mg/kg in ravine sample EPA-06. Similarly, the highest lead samples showed concentrations of 11,000 mg/kg in lake bluff sample EPA-03, 21,000 mg/kg in ravine sample EPA-05, 17,000 mg/kg in ravine sample EPA-06, 1,800 mg/kg in ravine sample EPA-07, and 1,100 mg/kg in ravine sample EPA-09. Toxicity Characteristic Leaching Procedure (TCLP) results revealed 65.5 mg/L and 9.8 mg/L lead in samples EPA-05 and EPA-06, respectively. PCBs were detected at levels above EPA cleanup standards in one sample from the ravine--63 mg/kg in ravine sample EPA-06.

#### IV. CONCLUSIONS OF LAW AND DETERMINATIONS

Based on the Findings of Fact set forth above, and the Administrative Record supporting these removal actions, U.S. EPA has determined that:

1. The Marina Cliffs/Northwestern Barrel Site is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).
2. The substances described above are "hazardous substances" as defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).
3. Each Respondent is a "person" as defined by Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).
4. Respondents are either persons who at the time of disposal of any hazardous substances owned or operated the Marina Cliffs/Northwestern Barrel Site, or who arranged for disposal or transport for disposal of hazardous substances at the Marina Cliffs/Northwestern Barrel Site. Respondents are therefore liable persons under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a).

Conditions described in the Findings of Fact above constitute an actual or threatened "release" into the environment as defined by Sections 101(8) and (22) of CERCLA, 42 U.S.C. §§ 9601(8) and (22).

6. The conditions present at the Site constitute a threat to

public health, welfare, or the environment based upon the factors set forth in Section 300.415(b)(2) of the National Oil and Hazardous Substances Pollution Contingency Plan, as amended ("NCP"), 40 CFR Part 300. These factors include, but are not limited to, the following:

- a. Actual or potential exposure to nearby human populations, animals, or the food chain from hazardous substances, pollutants or contaminants; this factor is present at the Site due to the unsecured status of exposed and partially exposed waste materials, drums and containers containing hazardous substances (primarily lead and PCBs) in or on the lake bluff and ravine areas. Despite fencing, some potential remains for access from Lake Michigan to the bluff and ravine areas for trespassers, vandals or scavengers to come into direct or indirect contact with hazardous substances. The environment may be threatened by continued erosion of exposed or partially exposed waste materials located in the ravine and bluff area.
- b. Hazardous substances or pollutants or contaminants in drums, barrels, tanks, or other bulk storage containers, that may pose a threat of release; this factor is present at the Site because some of the drums and containers are corroded, deteriorated, and open to the environment. Samples from open drums during the site assessment indicate some localized levels of lead and PCBs above U.S. EPA removal action criteria. The presence of a number of partially exposed drums also suggests that additional buried drums may exist in certain areas.
- c. High levels of hazardous substances or pollutants or contaminants in soils largely at or near the surface, that may migrate; this factor is present at the Site because analytical results have shown the presence of elevated levels of lead and PCBs in soils and waste materials within the ravine and lake bluff areas. Surface water flows over these areas could carry contaminants into the creek and Lake Michigan.
- d. Weather conditions that may cause hazardous substances or pollutants or contaminants to migrate or be released; this factor is present at the Site due to the existence of wind, rain, snow and direct sunlight which may cause drums to degrade, causing further releases of hazardous substances into the environment. Surface water runoff from storm events may further contribute to migration of contaminants.
- e. The unavailability of other appropriate federal or state response mechanisms to respond to the release; this factor supports the actions required by this Order at the Site because state and local authorities do not have adequate



funding to conduct a removal action at the Site.

7. The actual or threatened release of hazardous substances from the Site may present an imminent and substantial endangerment to the public health, welfare, or the environment within the meaning of Section 106(a) of CERCLA, 42 U.S.C. § 9606(a).

8. The removal actions required by this Order are necessary to protect the public health, welfare, or the environment, and are not inconsistent with the NCP and CERCLA.

#### V. ORDER

Based upon the foregoing Findings of Fact, Conclusions of Law, Determinations, and the Administrative Record for this Site, U.S. EPA hereby orders that Respondents perform the following actions:

1. Notice of Intent to Comply

Respondents shall notify U.S. EPA in writing within 3 business days after the effective date of this Order of Respondents' irrevocable intent to comply with this Order. Failure of each Respondent to provide such notification within this time period shall be a violation of this Order.

2. Designation of Contractor, Project Coordinator, and On-Scene Coordinator

Respondents shall perform the removal actions themselves or retain (a) contractor(s) to implement the removal actions. Respondents shall notify U.S. EPA of Respondents' qualifications or the name and qualifications of such contractor(s), whichever is applicable, within 5 business days of the effective date of this Order. Respondents shall also notify U.S. EPA of the name and qualifications of any other contractors or subcontractors retained to perform work under this Order at least 5 business days prior to commencement of such work. U.S. EPA retains the right to disapprove of the Respondents or any of the contractors and/or subcontractors retained by the Respondents. If U.S. EPA disapproves a selected contractor, Respondents shall retain a different contractor within 5 business days following U.S. EPA's disapproval and shall notify U.S. EPA of that contractor's name and qualifications within 6 business days of U.S. EPA's disapproval.

Within 5 business days after the effective date of this Order, the Respondents shall designate a Project Coordinator who shall be responsible for administration of all the Respondents' actions required by the Order and submit the designated coordinator's name, address, telephone number, and qualifications to U.S. EPA.

To the greatest extent possible, the Project Coordinator shall be present on-site or readily available during site work. U.S. EPA retains the right to disapprove of any Project Coordinator named by the Respondents. If U.S. EPA disapproves a selected Project Coordinator, Respondents shall retain a different Project Coordinator within 3 business days following U.S. EPA's disapproval and shall notify U.S. EPA of that person's name and qualifications within 4 business days of U.S. EPA's disapproval. Receipt by Respondents' Project Coordinator of any notice or communication from U.S. EPA relating to this Order shall constitute receipt by all Respondents.

The U.S. EPA has designated Sam Borries of the Emergency Response Branch, Region 5, as its On-Scene Coordinator ("OSC") respondents shall direct all submissions required by this Order to the OSC at 77 West Jackson Boulevard, SE-5J, Chicago, Illinois, 60604-3590, by certified or express mail. Respondents shall also send a copy of all submissions to Thomas Krueger, Assistant Regional Counsel, 77 West Jackson Boulevard, C-14J, Chicago, Illinois, 60604-3590. All Respondents are encouraged to make their submissions to U.S. EPA on recycled paper (which includes significant postconsumer waste paper content where possible) and using two-sided copies.

### 3. Work to Be Performed

Respondents shall perform, at a minimum, the response activities described in the Work Plan which is appended as Attachment B.

#### 3.1 Work Plan Implementation

The Work Plan, the schedule, and any subsequent modifications shall be fully enforceable under this Order. Respondents shall notify U.S. EPA at least 48 hours prior to performing any on-site work pursuant to the U.S. EPA approved Work Plan.

Respondents shall not commence or undertake any removal actions at the Site without prior U.S. EPA approval.

#### 3.2 Health and Safety Plan

Within 10 business days after the effective date of this Order, the Respondents shall submit a plan for U.S. EPA review and comment that ensures the protection of the public health and safety during performance of on-site work under this Order. This plan shall comply with applicable Occupational Safety and Health Administration ("OSHA") regulations found at 29 CFR Part 1910. If U.S. EPA determines it is appropriate, the plan shall also include contingency planning. Respondents shall incorporate all changes to the plan recommended by U.S. EPA, and implement the plan during the pendency of the removal action.

#### 3.3 Quality Assurance and Sampling

All sampling and analyses performed pursuant to this Order shall conform to U.S. EPA direction, approval, and guidance regarding sampling, quality assurance/quality control ("QA/QC"), data validation, and chain of custody procedures. Respondents shall ensure that the laboratory used to perform the analyses participates in a QA/QC program that complies with U.S. EPA guidance. Upon request by U.S. EPA, Respondents shall have such a laboratory analyze samples submitted by U.S. EPA for quality assurance monitoring. Respondents shall provide to U.S. EPA the quality assurance/quality control procedures followed by all sampling teams and laboratories performing data collection and/or analysis. Respondents shall also ensure provision of analytical tracking information consistent with OSWER Directive No. 9240.0-2B, "Extending the Tracking of Analytical Services to PRP-Lead Superfund Sites."

Upon request by U.S. EPA, Respondents shall allow U.S. EPA or its authorized representatives to take split and/or duplicate samples of any samples collected by Respondents or their contractors or agents while performing work under this Order. Respondents shall notify U.S. EPA not less than 3 business days in advance of any sample collection activity. U.S. EPA shall have the right to take any additional samples that it deems necessary.

#### 3.4 Reporting

Respondents shall submit a monthly written progress report to U.S. EPA concerning activities undertaken pursuant to this Order, beginning 30 calendar days after the effective date of this Order, until termination of this Order, unless otherwise directed by the OSC. These reports shall describe all significant developments during the preceding period, including the work performed and any problems encountered, analytical data received during the reporting period, and developments anticipated during the next reporting period, including a schedule of work to be performed, anticipated problems, and planned resolutions of past or anticipated problems.

Any Respondent that owns any portion of the Site, and any successor in title shall, at least 30 days prior to the conveyance of any interest in real property at the Site, give written notice of this Order to the transferee and written notice of the proposed conveyance to U.S. EPA and the State. The notice to U.S. EPA and the State shall include the name and address of the transferee. The party conveying such an interest shall require that the transferee will provide access as described in Section V.4 (Access to Property and Information).

#### 3.5 Final Report

Within 60 calendar days after completion of all removal actions required under this Order, the Respondents shall submit for U.S.

EPA review a final report summarizing the actions taken to comply with this Order. The final report shall conform to the requirements set forth in Section 300.165 of the NCP. The final report shall also include a good faith estimate of total costs incurred in complying with the Order, a listing of quantities and types of materials removed, a discussion of removal and disposal options considered for those materials, a listing of the ultimate destinations of those materials, a presentation of the analytical results of all sampling and analyses performed, and accompanying appendices containing all relevant documentation generated during the removal action (e.g., manifests, invoices, bills, contracts, and permits).

The final report shall also include the following certification signed by a person who supervised or directed the preparation of that report:

Under penalty of law, I certify that, to the best of my knowledge, after appropriate inquiries of all relevant persons involved in the preparation of this report, the information submitted is true, accurate, and complete.

#### 4. Access to Property and Information

Respondents shall provide or obtain access as necessary to the Site and all appropriate off-site areas, and shall provide access to all records and documentation related to the conditions at the Site and the activities conducted pursuant to this Order. Such access shall be provided to U.S. EPA employees, contractors, agents, consultants, designees, representatives, and State of Wisconsin representatives. These individuals shall be permitted to move freely at the Site and appropriate off-site areas in order to conduct activities which U.S. EPA determines to be necessary. Respondents shall submit to U.S. EPA, upon request, the results of all sampling or tests and all other data generated by Respondents or their contractor(s), or on the Respondents' behalf during implementation of this Order.

Where work under this Order is to be performed in areas owned by or in possession of someone other than Respondents, Respondents shall obtain all necessary access agreements within 14 calendar days after the effective date of this Order, or as otherwise specified in writing by the OSC. Respondents shall immediately notify U.S. EPA if, after using their best efforts, they are unable to obtain such agreements. Respondents shall describe in writing their efforts to obtain access. U.S. EPA may then assist Respondents in gaining access, to the extent necessary to effectuate the response activities described herein, using such means as U.S. EPA deems appropriate.

5. Record Retention, Documentation, Availability of Information

Respondents shall preserve all documents and information, in their possession or the possession of their contractors, subcontractors or representatives, relating to work performed under this Order, or relating to the hazardous substances found on or released from the Site, for six years following completion of the removal actions required by this Order. At the end of this six year period and at least 60 days before any document or information is destroyed, Respondents shall notify U.S. EPA that such documents and information are available to U.S. EPA for inspection, and upon request, shall provide the originals or copies of such documents and information to U.S. EPA. In addition, Respondents shall provide documents and information retained under this Section at any time before expiration of the six year period at the written request of U.S. EPA. Any information that Respondents are required to provide or maintain pursuant to this Order is not subject to the Paperwork Reduction Act of 1995, 44 U.S.C. §3501 et seq.

6. Off-Site Shipments

All hazardous substances, pollutants or contaminants removed off-site pursuant to this Order for treatment, storage or disposal shall be treated, stored, or disposed of at a facility in compliance, as determined by U.S. EPA, with the U.S. EPA Off-Site Rule, 40 CFR § 300.440, 58 Federal Register 49215 (Sept. 22, 1993).

7. Compliance With Other Laws

All actions required pursuant to this Order shall be performed in accordance with all applicable local, state, and federal laws and regulations except as provided in CERCLA Section 121(e) and 40 CFR Section 300.415(j). In accordance with 40 CFR Section 300.415(j), all on-site actions required pursuant to this Order shall, to the extent practicable, as determined by U.S. EPA, considering the exigencies of the situation, attain applicable or relevant and appropriate requirements under federal environmental or state environmental or facility siting laws.

8. Emergency Response and Notification of Releases

If any incident, or change in Site conditions, during the activities conducted pursuant to this Order causes or threatens to cause an additional release of hazardous substances from the Site or an endangerment to the public health, welfare, or the environment, the Respondents shall immediately take all appropriate action to prevent, abate or minimize such release, or endangerment caused or threatened by the release. Respondents shall also immediately notify the OSC or, in the event of his/her unavailability, shall notify the Regional Duty Officer, Emergency

Response Branch, Region 5 at (312) 353-2318, of the incident or Site conditions.

Respondents shall submit a written report to U.S. EPA within 7 business days after each release, setting forth the events that occurred and the measures taken or to be taken to mitigate any release or endangerment caused or threatened by the release and to prevent the reoccurrence of such a release. Respondents shall also comply with any other notification requirements, including those in CERCLA Section 103, 42 U.S.C. § 9603, and Section 304 of the Emergency Planning and Community Right-To-Know Act, 42 U.S.C. § 11004.

#### VI. AUTHORITY OF THE U.S. EPA ON-SCENE COORDINATOR

The OSC shall be responsible for overseeing the implementation of this Order. The OSC shall have the authority vested in an OSC by the NCP, including the authority to halt, conduct, or direct any work required by this Order, or to direct any other response action undertaken by U.S. EPA or Respondents at the Site. Absence of the OSC from the Site shall not be cause for stoppage of work unless specifically directed by the OSC.

U.S. EPA and Respondents shall have the right to change their designated OSC or Project Coordinator. U.S. EPA shall notify the Respondents, and Respondents shall notify U.S. EPA, as early as possible before such a change is made, but in no case less than 24 hours before such a change. Notification may initially be made orally, but shall be followed promptly by written notice.

#### VII. PENALTIES FOR NONCOMPLIANCE

Violation of any provision of this Order may subject Respondents to civil penalties of up to \$27,500 per violation per day, as provided in Section 106(b)(1) of CERCLA, 42 U.S.C. § 9606(b)(1). Respondents may also be subject to punitive damages in an amount up to three times the amount of any cost incurred by the United States as a result of such violation, as provided in Section 107(c)(3) of CERCLA, 42 U.S.C. § 9607(c)(3). Should Respondents violate this Order or any portion hereof, U.S. EPA may carry out the required actions unilaterally, pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604, and/or may seek judicial enforcement of this Order pursuant to Section 106 of CERCLA, 42 U.S.C. § 9606.

#### VIII. REIMBURSEMENT OF COSTS

Respondents shall reimburse U.S. EPA, upon written demand, for

all response costs incurred by the United States in overseeing Respondents' implementation of the requirements of this Order. U.S. EPA may submit to Respondents on a periodic basis a bill for all response costs incurred by the United States with respect to this Order. U.S. EPA's Itemized Cost Summary, or such other summary as certified by U.S. EPA, shall serve as the basis for payment.

Respondents shall, within 30 days of receipt of the bill, remit a cashier's or certified check for the amount of those costs made payable to the "Hazardous Substance Superfund," to the following address:

U.S. Environmental Protection Agency  
Program Accounting & Analysis Section  
P.O. Box 70753  
Chicago, Illinois 60673

Respondents shall simultaneously transmit a copy of the check to the Director, Superfund Division, U.S. EPA Region 5, 77 West Jackson Blvd., Chicago, Illinois, 60604-3590. Payments shall be designated as "Response Costs - Marina Cliffs Site" and shall reference the payers' names and addresses, the U.S. EPA site identification number (#PO), and the docket number of this Order.

Interest at a rate established by the Department of the Treasury pursuant to 31 U.S.C. § 3717 and 4 CFR § 102.13 shall begin to accrue on the unpaid balance from the day after the expiration of the 30 day period notwithstanding any dispute or an objection to any portion of the costs.

#### IX. RESERVATION OF RIGHTS

Nothing herein shall limit the power and authority of U.S. EPA or the United States to take, direct, or order all actions necessary to protect public health, welfare, or the environment or to prevent, abate, or minimize an actual or threatened release of hazardous substances, pollutants or contaminants, or hazardous or solid waste on, at, or from the Site. Further, nothing herein shall prevent U.S. EPA from seeking legal or equitable relief to enforce the terms of this Order. U.S. EPA also reserves the right to take any other legal or equitable action as it deems appropriate and necessary, or to require the Respondents in the future to perform additional activities pursuant to CERCLA or any other applicable law.

#### X. OTHER CLAIMS

By issuance of this Order, the United States and U.S. EPA assume no liability for injuries or damages to persons or property resulting from any acts or omissions of Respondents. The United States or U.S. EPA shall not be a party or be held out as a party to any contract entered into by the Respondents or their

directors, officers, employees, agents, successors, representatives, assigns, contractors, or consultants in carrying out activities pursuant to this Order.

This Order does not constitute a pre-authorization of funds under Section 111(a)(2) of CERCLA, 42 U.S.C. § 9611(a)(2).

Nothing in this Order constitutes a satisfaction of or release from any claim or cause of action against the Respondents or any person not a party to this Order, for any liability such person may have under CERCLA, other statutes, or the common law, including but not limited to any claims of the United States for costs, damages and interest under Sections 106(a) or 107(a) of CERCLA, 42 U.S.C. §§ 9606(a), 9607(a).

#### XI. MODIFICATIONS

Modifications to any plan or schedule may be made in writing by the OSC or at the OSC's oral direction. If the OSC makes an oral modification, it will be memorialized in writing within 7 business days; however, the effective date of the modification shall be the date of the OSC's oral direction. The rest of the Order, or any other portion of the Order, may only be modified in writing by signature of the Director, Superfund Division, Region 5.

If Respondents seek permission to deviate from any approved plan or schedule, Respondents' Project Coordinator shall submit a written request to U.S. EPA for approval outlining the proposed modification and its basis.

No informal advice, guidance, suggestion, or comment by U.S. EPA regarding reports, plans, specifications, schedules, or any other writing submitted by the Respondents shall relieve Respondents of their obligations to obtain such formal approval as may be required by this Order, and to comply with all requirements of this Order unless it is formally modified.

#### XII. NOTICE OF COMPLETION

After submission of the Final Report, Respondents may request that U.S. EPA provide a Notice of Completion of the work required by this Order. If U.S. EPA determines, after U.S. EPA's review of the Final Report, that all work has been fully performed in accordance with this Order, except for certain continuing obligations required by this Order (e.g., record retention), U.S. EPA will provide written notice to the Respondents. If U.S. EPA determines that any removal activities have not been completed in accordance with this Order, U.S. EPA will notify the Respondents,



provide a list of the deficiencies, and require that Respondents modify the Work Plan to correct such deficiencies. The Respondents shall implement the modified and approved Work Plan and shall submit a modified Final Report in accordance with the U.S. EPA notice. Failure to implement the approved modified Work Plan shall be a violation of this Order.

#### XIII. ACCESS TO ADMINISTRATIVE RECORD

The Administrative Record supporting these removal actions is available for review during normal business hours in the U.S. EPA Record Center, Region 5, 77 W. Jackson Blvd., Seventh Floor, Chicago, Illinois. Respondents may contact Thomas Krueger, Assistant Regional Counsel, at (312) 886-0562 to arrange to review the Administrative Record. An index of the Administrative Record is attached to this Order.

#### XIV. OPPORTUNITY TO CONFER

Within 3 business days after issuance of this Order, Respondents may request a conference with U.S. EPA. Any such conference shall be held within 5 business days from the date of the request, unless extended by agreement of the parties. At any conference held pursuant to the request, Respondents may appear in person or be represented by an attorney or other representative.

If a conference is held, Respondents may present any information, arguments or comments regarding this Order. Regardless of whether a conference is held, Respondents may submit any information, arguments or comments (including justifications for any assertions that the Order should be withdrawn against a Respondent), in writing to U.S. EPA within 2 business days following the conference, or within 7 business days of issuance of the Order if no conference is requested. This conference is not an evidentiary hearing, does not constitute a proceeding to challenge this Order, and does not give Respondents a right to seek review of this Order. Requests for a conference shall be directed to Thomas Krueger, Assistant Regional Counsel, at (312) 886-0562. Written submittals shall be directed as specified in Section V.2 of this Order.

#### XV. SEVERABILITY

If a court issues an order that invalidates any provision of this Order or finds that Respondents have sufficient cause not to comply with one or more provisions of this Order, Respondents

shall remain bound to comply with all provisions of this Order not invalidated by the court's order.

XVI. EFFECTIVE DATE

This Order shall be effective 10<sup>\*</sup> business days following issuance unless a conference is requested as provided herein. If a conference is requested, this Order shall be effective 5 business days after the day of the conference.

IT IS SO ORDERED

BY: \_\_\_\_\_

*Wm. E. Muno*  
William E. Muno, Director  
Superfund Division  
United States  
Environmental Protection Agency  
Region 5

DATE: \_\_\_\_\_

*7/20/98*

ATTACHMENT A  
RECIPIENTS OF UNILATERAL ORDER

Badger Paint and Hardware  
c/o Household International  
2700 Sanders Road  
Prospect Heights, Illinois 60070

BASF Corporation  
Attn: Doug Martin  
3000 Continental Drive North  
Mount Olive, New Jersey 07828-1234

Benjamin Moore & Co.  
51 Chestnut Ridge Road  
Montvale, New Jersey 07645  
Attn: John T. Rafferty, Esq.

Chrysler Corporation  
Attn: James Bloom  
Office of Legal Counsel  
2301 Featherstone Road  
Auburn Hills, Michigan 48326-2808

General Motors Corporation  
Attn: Linda Bentley, Legal Assistant  
Mail Code 482 112 149  
3044 W. Grand Blvd.  
Detroit, Michigan 48170

The Glidden Company  
Attn: Robert R. Kovalak, Manager, Environmental Affairs  
925 Euclid Avenue, Suite 900  
Cleveland, Ohio 44115

Harnischfeger Corporation  
P.O. Box 554  
Milwaukee, Wisconsin 53201-0554  
Attn: Kevin J. Domack  
Director of Environmental Affairs

Hercules Incorporated  
Hercules Plaza - 8th Floor  
1313 North Market Street  
Wilmington, Delaware 19894  
Attn: Amy S. Cohen

S.C. Johnson & Son, Inc.  
1525 Howe Street  
Racine, Wisconsin 53403-5011  
Attn: Gary A. Krieger

Kearney & Trecker Corporation  
c/o Giddings & Lewis, Inc.  
142 Doty Street  
P.O. Box 590  
Fond du Lac, Wisconsin 54936-0590

Kimberly-Clark Corporation  
1400 Holcomb Bridge Road  
Roswell, Georgia 30076  
Attn: Marcia Cowan

Mautz Paint Company  
939 East Washington Avenue  
P.O. Box 7068  
Madison, Wisconsin 53703

Shima Printing Ink Co.  
Sequa Corporation  
Three University Plaza  
Hackensack, New Jersey 07601

Minnesota Mining & Manufacturing Company  
3M Center Building  
P.O. Box 33428  
St. Paul, Minnesota 33428  
Attn: Brian Davis, OGC

Outboard Marine Corporation  
(Evinrude Motors)  
100 Sea Horse Drive  
Waukegan, Illinois 60085  
Attn: Joseph Moran

Pfister & Vogel Leather Co.  
c/o Martel J. Bundy  
Daniel G. Jarlenski  
McGrath, North, Mullin & Kratz, P.C.  
222 South 15th Street  
1400 One Central Park Plaza  
Omaha, Nebraska 68102

PPG Industries, Inc.  
One PPG Place  
Pittsburgh, Pennsylvania 15272  
Attn: Joseph Karas

Reichhold Chemicals, Inc.  
c/o Martel J. Bundy, Esq.  
Daniel G. Jarlenski, Esq.  
McGrath, North, Mullin & Kratz, P.C.  
222 South 15th Street  
1400 One Central Park Plaza  
Omaha, Nebraska 68102

Scott Paper Company  
c/o Kimberly-Clark Corporation  
Attn: Marcia K. Cowan  
1400 Holcomb Bridge Road  
Roswell, Georgia 30076

The Sherwin-Williams Company  
101 Prospect Avenue, N.W.  
Cleveland, Ohio 44115-1075

Speed Queen Corporation  
P.O. Box 990  
Ripon, Wisconsin 54971

Speed Queen Corporation  
c/o Raytheon Company  
141 Spring Street  
Lexington, Massachusetts 02173  
Attn: Jeffrey B. Axelrod

Tousey Varnish Company  
c/o Sequa Corporation  
Three University Plaza  
Hackensack, New Jersey 07601

Towne Realty  
Attn: James B. Young, General Counsel  
710 N. Plankinton Avenue  
Milwaukee, Wisconsin 53203

The Valspar Corporation  
Attn: Ronda P. Bayer, Senior Counsel  
1101 Third Street South  
Minneapolis, MN 55415

Wisconsin Solvents and Chemicals  
c/o Chem Central Corporation  
2400 S. 170th Street  
New Berlin, Wisconsin 53151

ZPC Industrial Coatings  
1439 N. 25th Street  
Sheboygan, Wisconsin 53081

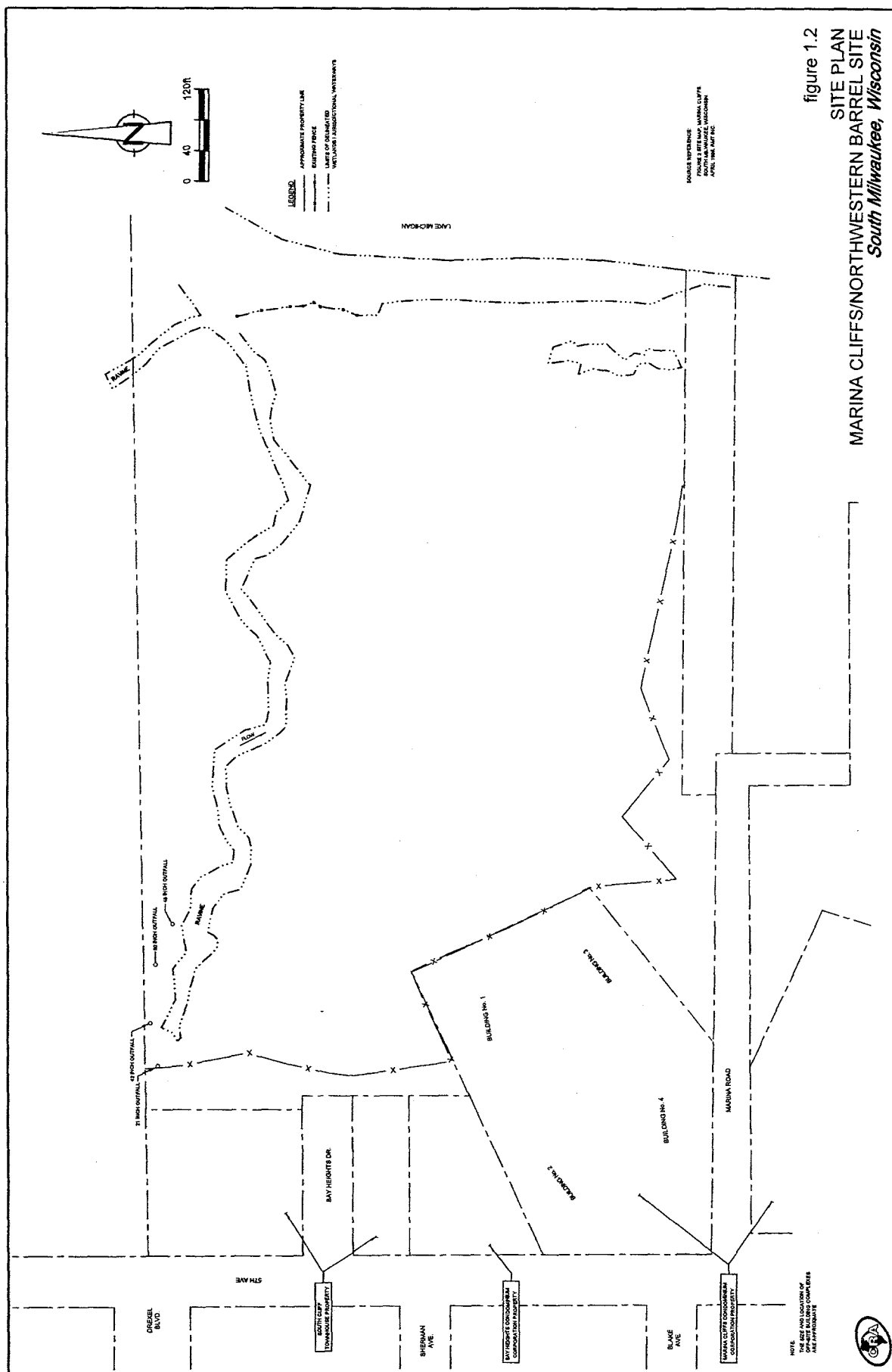
ZPC Industrial Coatings  
c/o BR Industries, Inc.  
Attn: Paul Shemanske, Senior VP  
P.O. Box 20770  
Milwaukee, Wisconsin 53220-0770

ZPC Industrial Coatings  
c/o Sheboygan Paint  
P.O. 417  
Sheboygan, Wisconsin 53082-0417

## **APPENDIX C:**

### **Map of the Site**





08326-00(037)GN-WA003 AUG 12/2005